

FILED

JAN 21 2014

**SECRETARY, BOARD OF
OIL, GAS & MINING**

NEWFIELD PRODUCTION COMPANY

1001 17th Street, Suite 2000
Denver, CO 80202
303-893-0102

REQUEST FOR AGENCY ACTION

For an Order pooling all interests in five drilling units
established by the Board's orders entered in
Causes Nos. 139-8, and 139-90 in Sections 7, 9, and 28
Township 3 South, Range 2 West, and Sections 8 and 12,
Township 3 South, Range 3 West, U.S.M.
Duchesne County, Utah

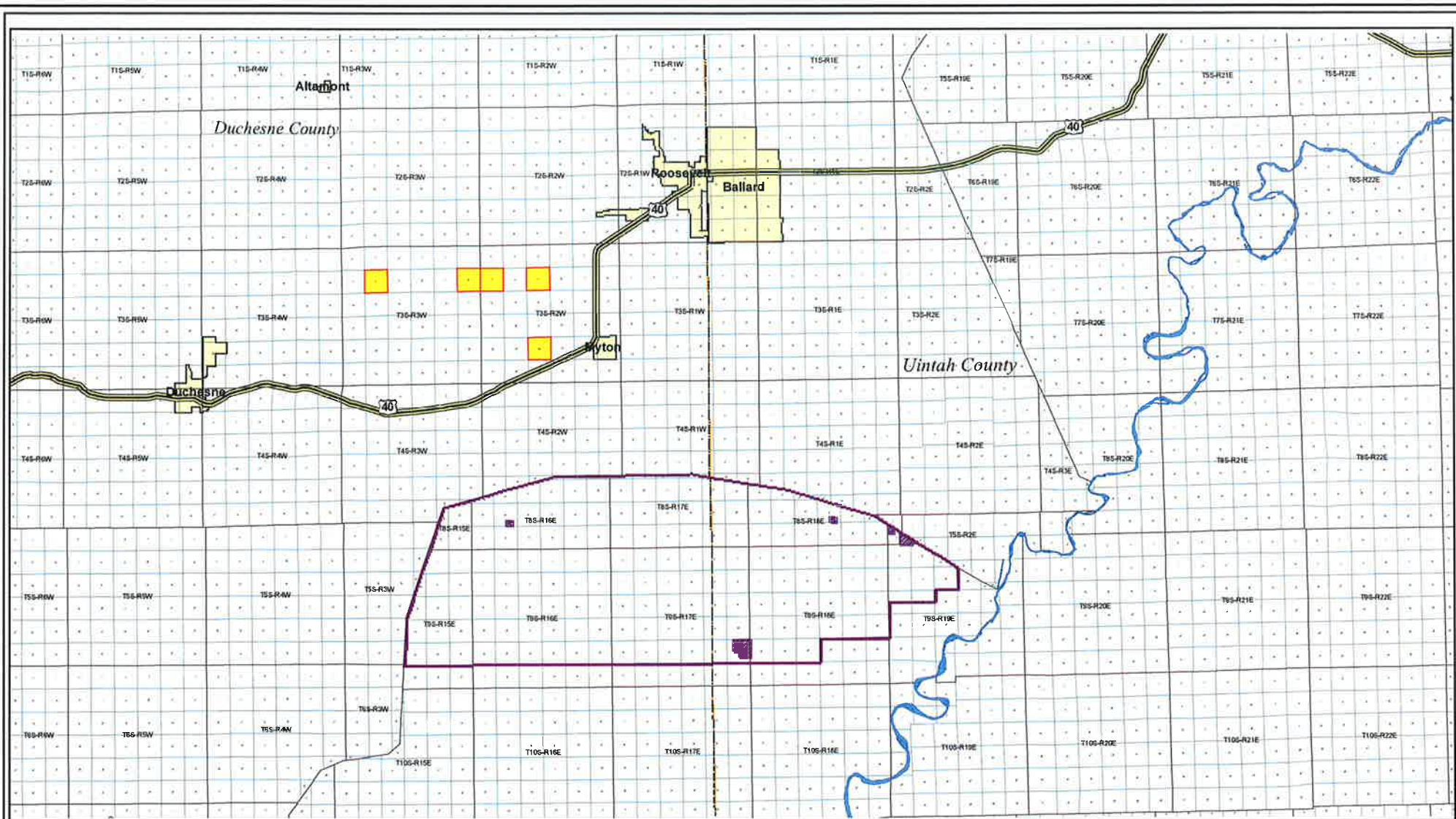
**State of Utah
Division of Oil, Gas & Mining**

**Board Hearing – February 26, 2014
Salt Lake City, Utah**

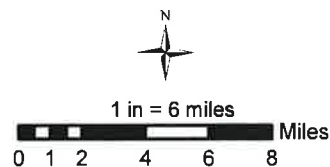
**Docket No. 2014-010
Cause No. 139-115**

LAND AND ENGINEERING EXHIBITS

1



- Force Pooling
- Green River
- GMB Unit Excluded Tracts
- Greater Mon Butte Unit
- City Outlines

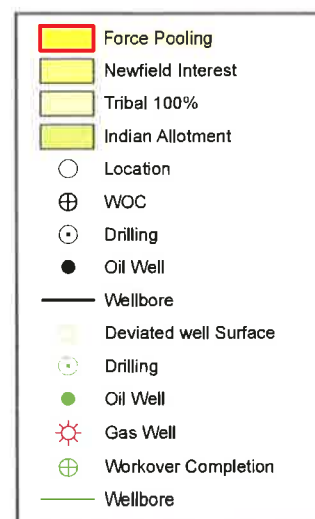
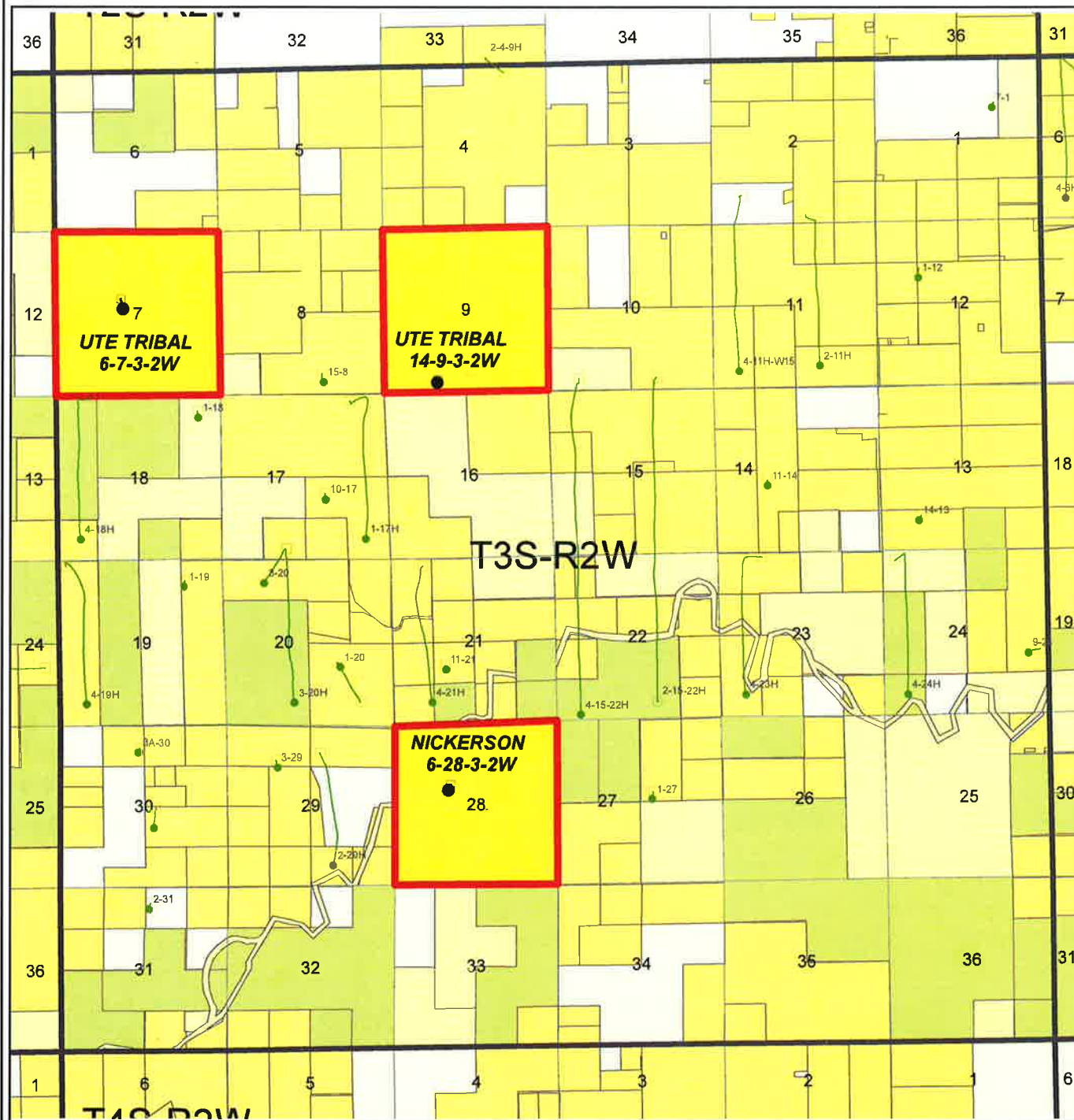


NEWFIELD
ROCKY MOUNTAINS

Land Exhibit 1-A

1001 17th Street Suite 2000
Denver, Colorado 80202
Phone: (303) 893-0102

January 2, 2014



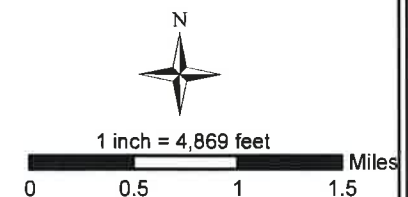
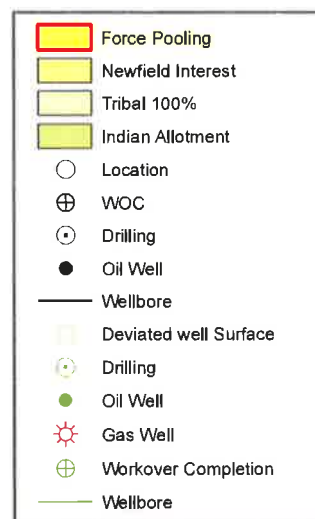
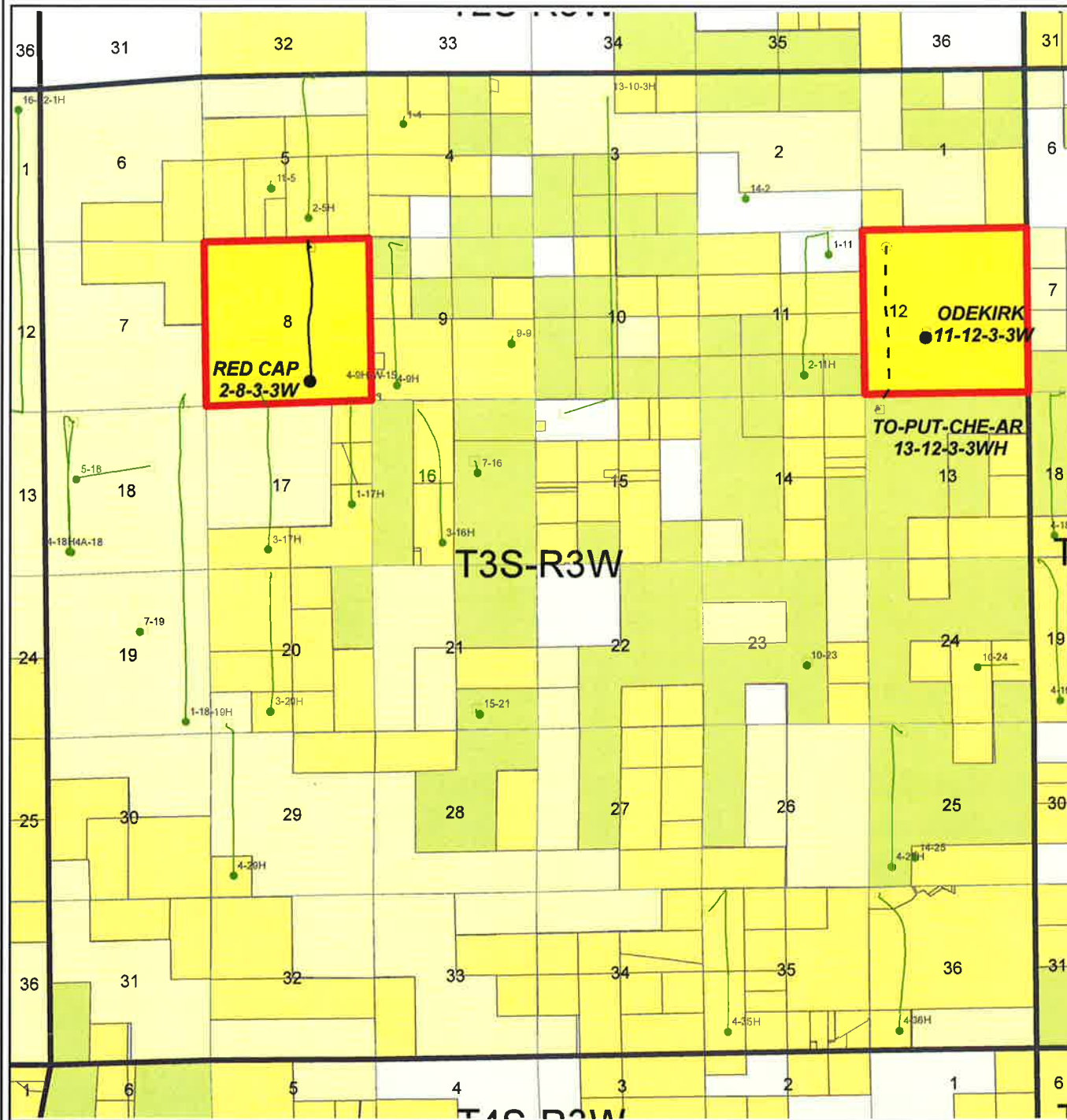
1 inch = 4,869 feet
 0 0.5 1 1.5 Miles

NEWFIELD
 ROCKY MOUNTAINS

Land Exhibit 1-B

1001 17th Street Suite 2000
 Denver, Colorado 80202
 Phone: (303) 893-0102

January 2, 2014



Land Exhibit 1-B

2-A

T3S, R2W, U.S.B.&M.

NEWFIELD EXPLORATION COMPANY

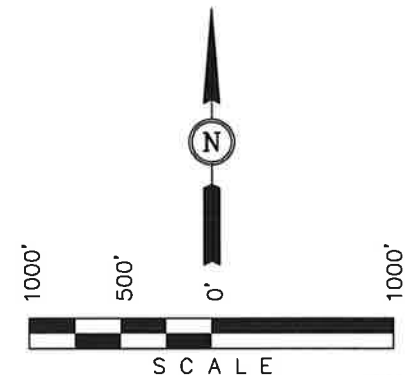
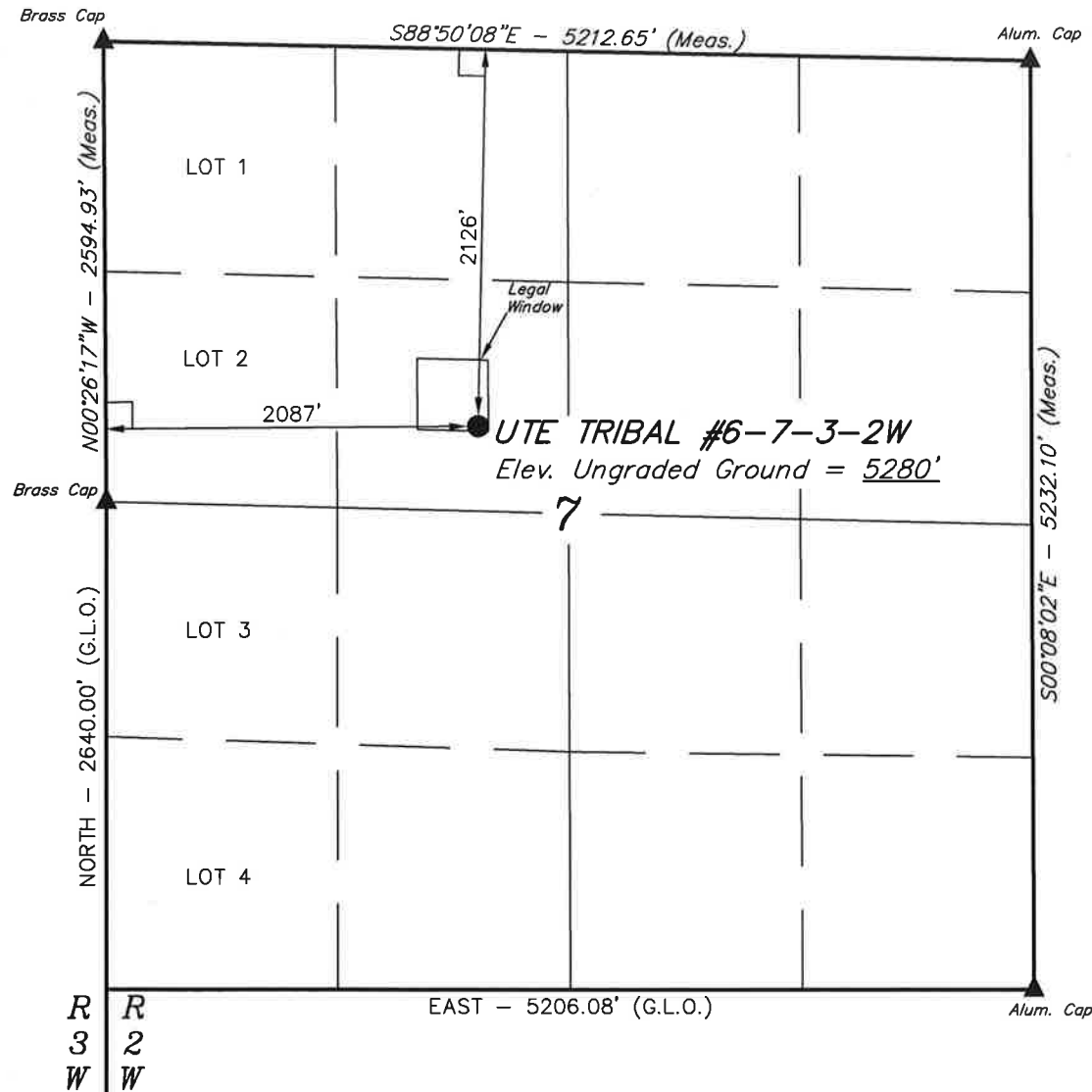
Well location, UTE TRIBAL #6-7-3-2W, located as shown in the SE 1/4 NW 1/4 of Section 7, T3S, R2W, U.S.B.&M., Duchesne County, Utah.

BASIS OF ELEVATION

SPOT ELEVATION LOCATED AT THE SOUTHEAST CORNER OF SECTION 20, T3S, R2W, U.S.B.&M. TAKEN FROM THE MYTON, QUADRANGLE, UTAH, DUCHESNE COUNTY, 7.5 MINUTE QUAD (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 5148 FEET.

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.



CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Robert L. Kay
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 161319
 STATE OF UTAH
 08-09-11

REV: 08-08-11 J.I.
 REV: 07-26-11

UINTAH ENGINEERING & LAND SURVEYING
 85 SOUTH 200 EAST - VERNAL, UTAH 84078
 (435) 789-1017

SCALE 1" = 1000'	DATE SURVEYED: 06-23-11	DATE DRAWN: 07-18-11
PARTY G.O. C.A. J.J.	REFERENCES G.L.O. PLAT	
WEATHER WARM	FILE NEWFIELD EXPLORATION COMPANY	

LEGEND:

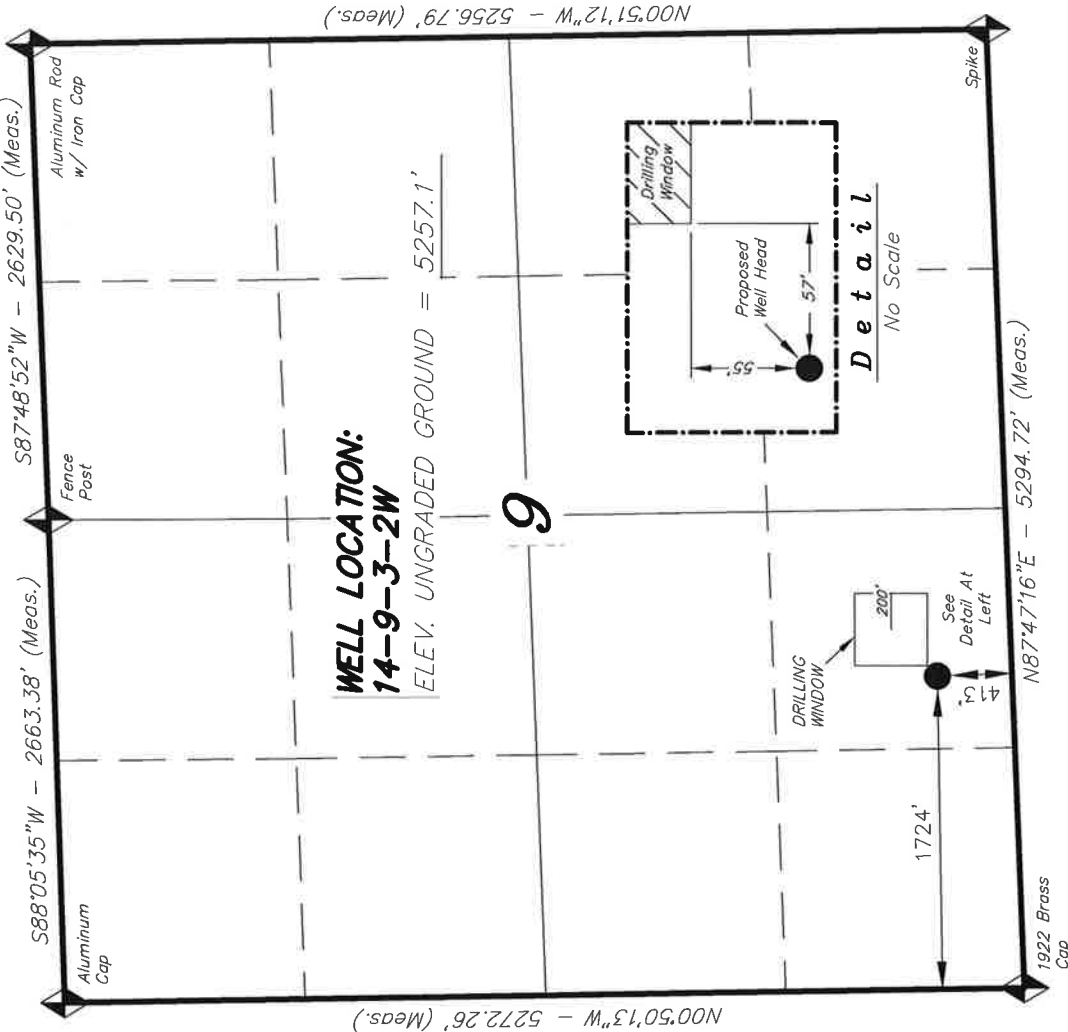
- └─┘ = 90° SYMBOL
- = PROPOSED WELL HEAD.
- ▲ = SECTION CORNERS LOCATED.

NAD 83 (SURFACE LOCATION)	
LATITUDE = 40°14'16.27"	(40.237853)
LONGITUDE = 110°09'15.38"	(110.154272)
NAD 27 (SURFACE LOCATION)	
LATITUDE = 40°14'16.42"	(40.237894)
LONGITUDE = 110°09'12.83"	(110.153564)

2-B

T3S, R2W, U.S.B.&M.

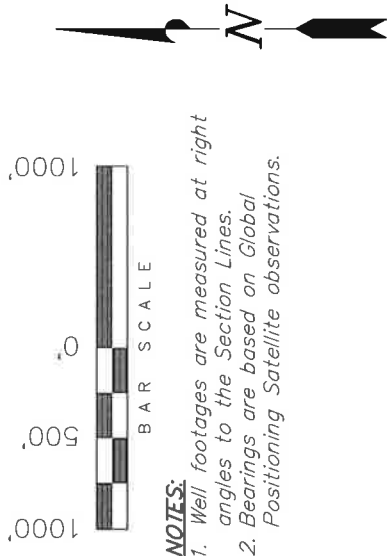
NEWFIELD EXPLORATION COMPANY



◆ = SECTION CORNERS LOCATED

BASIS OF ELEV: Elevations are based on an N.G.S. OPUS Correction. LOCATION: LAT. 40°04'09.56" LONG. 110°00'43.28" (Tristate Aluminum Cap) Elev. 5281.57'

14-9-3-2W
 (Surface Location) NAD 83
 LATITUDE = 40° 13' 49.55"
 LONGITUDE = 110° 07' 04.89"



THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STACY W.
 02-17-12
 REGISTERED LAND SURVEYOR
 STATE OF UTAH
 REGISTRATION NO. 6189377

TRI STATE LAND SURVEYING & CONSULTING
 180 NORTH VERNAL AVE. - VERNAL, UTAH 84078
 (435) 781-2501

DATE SURVEYED: 02-14-12	SURVEYED BY: S.V.	VERSION:
DATE DRAWN: 02-16-12	DRAWN BY: M.W.	V1
REVISED:	SCALE: 1" = 1000'	

2-C

T3S, R2W, U.S.B.&M.

NEWFIELD EXPLORATION COMPANY

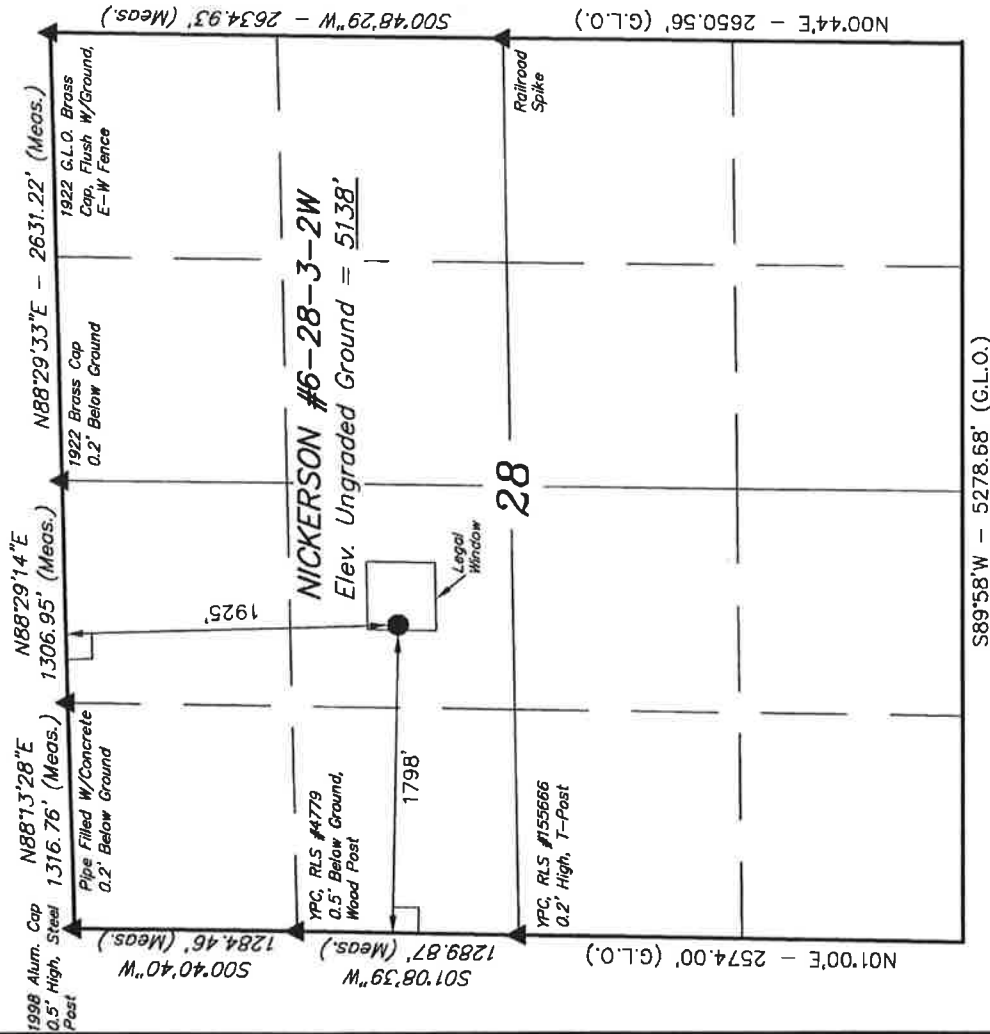
Well location, NICKERSON #6-28-3-2W, located as shown in the SE 1/4 NW 1/4 of Section 28, T3S, R2W, U.S.B.&M., Duchesne County, Utah.

BASIS OF ELEVATION

SPOT ELEVATION LOCATED AT THE SOUTHEAST CORNER OF SECTION 20, T3S, R2W, U.S.B.&M. TAKEN FROM THE MYTON, QUADRANGLE, UTAH, DUCHESNE COUNTY, 7.5 MINUTE QUAD (TOPOGRAPHIC MAP) PUBLISHED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY. SAID ELEVATION IS MARKED AS BEING 5148 FEET.

BASIS OF BEARINGS

BASIS OF BEARINGS IS A G.P.S. OBSERVATION.



CERTIFICATE
THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REVISED: 09-28-11 J.I.
REVISED: 05-02-11

UNTAH ENGINEERING & LAND SURVEYING	
85 SOUTH 200 EAST - VERNAL, UTAH 84078	
(435) 789-1017	
SCALE 1" = 1000'	DATE SURVEYED: 02-01-11
PARTY M.A. C.K. C.H.	DATE DRAWN: 02-11-11
WEATHER COOL	REFERENCES G.L.O. PLAT
FILE NEWFIELD EXPLORATION COMPANY	

LEGEND:
 — = 90° SYMBOL
 ● = PROPOSED WELL HEAD.
 ▲ = SECTION CORNERS LOCATED.

(NAD 83)
 LATITUDE = 40°11'41.14" (40.194761)
 LONGITUDE = 110°07'01.59" (110.117108)
 (NAD 27)
 LATITUDE = 41°11'41.29" (40.194803)
 LONGITUDE = 110°06'59.05" (110.116403)

2-D

T3S, R3W, U.S.B.&M.

NEWFIELD EXPLORATION COMPANY

K.C. BLM
Aluminum Cap
(S125°E 16.5'
G.L.O.)

BLM
Aluminum
Cap
S87°58'35"W
1319.34' (Meas.)

S87°55'49"W - 3962.22' (Meas.)

1919 BLM
Brass Cap

S1302°47'W
423.61'

1868'

1269.75' (Meas.)

1980'

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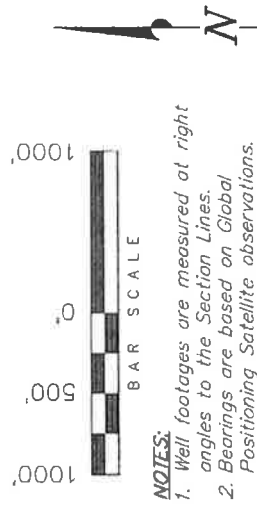
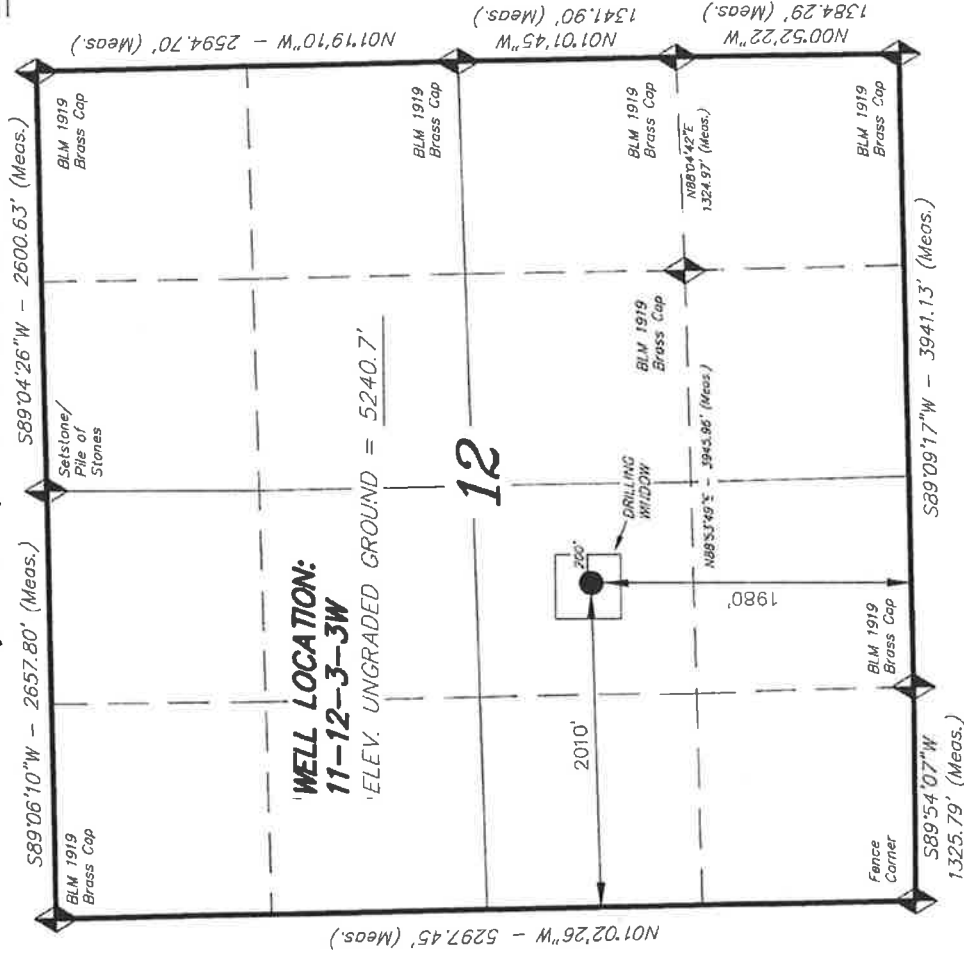
1980'

2-E

T3S, R3W, U.S.B.&M.

NEWFIELD EXPLORATION COMPANY

WELL LOCATION, 11-12-3-3W, LOCATED AS SHOWN IN THE NE 1/4 SW 1/4 OF SECTION 12, T3S, R3W, U.S.B.&M. DUCHESNE COUNTY, UTAH.



THIS IS TO CERTIFY THAT THE ABOVE SET WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

STACY W. STACY
 10-28-11
 REGISTERED LAND SURVEYOR
 REGISTRATION NO. 6189377
 STATE OF UTAH

TRI STATE LAND SURVEYING & CONSULTING

180 NORTH VERNAL AVE. - VERNAL, UTAH 84078
 (435) 781-2501

DATE SURVEYED:	SURVEYED BY:	VERSION:
10-22-11	C.M.	
DATE DRAWN:	DRAWN BY:	
10-25-11	R.B.T.	V1
REVISED:	SCALE:	1" = 1000'

11-12-3-3W
 (Surface Location) **NAD 83**
 LATITUDE = 40° 14' 04.69"
 LONGITUDE = 110° 10' 24.25"

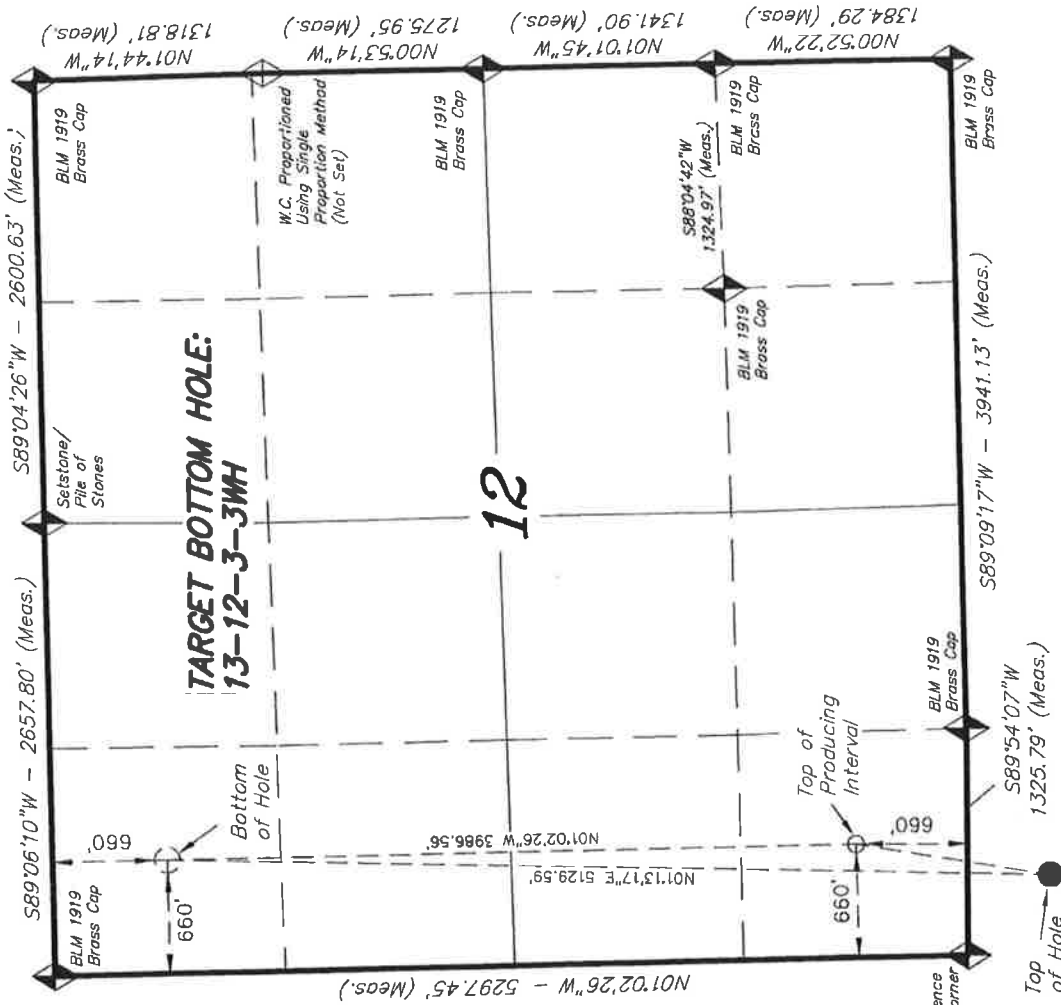
BASIS OF ELEV; Elevations are based on an N.G.S. OPUS Correction. LOCATION: LAT. 40°04'09.56" LONG. 110°00'43.28" (Tristate Aluminum Cap) Elev. 5281.57'

2-F

T3S, R3W, U.S.B.&M.

NEWFIELD EXPLORATION COMPANY

TARGET BOTTOM HOLE, 13-12-3-3WH,
LOCATED AS SHOWN IN THE NW 1/4
NW 1/4 OF SECTION 12, T3S, R3W,
U.S.B.&M. DUCHESNE COUNTY, UTAH.



NOTES:

1. Well footages are measured at right angles to the Section Lines.
2. Bearings are based on Global Positioning Satellite observations.
3. The Top of Producing Interval bears N09°02'17"E 1156.88' from the Top of Hole.

◆ = SECTION CORNERS LOCATED

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS
PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS
MADE BY ME OR UNDER MY SUPERVISION AND THAT
THE SAME ARE TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.

10-10-13
STACY W.
REGISTERED LAND SURVEYOR
STATE OF UTAH

TRI STATE LAND SURVEYING & CONSULTING
180 NORTH VERNAL AVE. - VERNAL, UTAH 84078
(435) 781-2501

DATE SURVEYED: 01-24-12	SURVEYED BY: C.S.	VERSION:
DATE DRAWN: 01-25-12	DRAWN BY: M.W.	V9
REVISOR: 10-10-13 V.H.	SCALE: 1" = 1000'	

NAD 83 (TOP OF PROD. INTERVAL)	NAD 83 (BOTTOM HOLE LOCATION)
LATITUDE = 40°13'51.74"	LATITUDE = 40°14'31.12"
LONGITUDE = 110°10'41.59"	LONGITUDE = 110°10'41.77"
NAD 27 (TOP OF PROD. INTERVAL)	NAD 27 (BOTTOM HOLE LOCATION)
LATITUDE = 40°13'51.89"	LATITUDE = 40°14'31.27"
LONGITUDE = 110°10'39.05"	LONGITUDE = 110°10'39.22"

BASIS OF ELEV; Elevations are based on
an N.G.S. OPUS Correction. LOCATION:
LAT. 40°04'09.56" LONG. 110°00'43.28"
(Tristate Aluminum Cap) Elev. 5281.57'

3-A

LEASED MINERAL INTERESTS**Ute Tribal 6-7-3-2W**

<u>Leased Mineral Owner</u>	<u>Mineral Interest</u>
Peggy Lemon	0.0173613851
Loya J. Nebeker	0.0015783077
Marcia J. White	0.0015783077
James N. Lemon	0.0015783077
Lyle E. Lemon	0.0015783077
M. Lynn Lemon	0.0015783077
Sheryl L. Burton	0.0015783077
DeAnn Thomason	0.0015783077
Harriet Sam	0.0036827178
Flora Scott	0.0036827178
Frances Sam	0.0036827178
Lawton Oil and Gas	0.0033182329
John Walker, Heir of Ruth T. Doxey, who was an heir of Sara Tanner	0.0000180333
Beth T. Spackman, Heir of Sara Tanner	0.0000721331
Helen T. Beaton, Heir of Sara Tanner	0.0000721331
Mary H. Goates	0.0008588904
Keith D. Goates	0.0005725936
Linda L. Davis	0.0005725936
Carolyn G. Campbell	0.0005725936
Jesse Pederson, C.P. Pederson Trust	0.0011541786
Barry Smith, Heir of Henry A. Smith	0.0000028845
Rozel Smith Woolley, Heir of Henry A. Smith	0.0000028845
Arlene Palmer Smith, Heir of Terry Creager Smith	0.0000028851
Claudia Pat Ross, Heir of Guy Smith	0.0000004811
Randy C. Smith, Heir of Guy Smith	0.0000004811
Lennon Becky Smith, Heir of Guy Smith	0.0000004811
Mark W. Smith, Heir of Guy Smith	0.0000007210
James L. Anderson, Heir of LaRae Smith	0.0000007210
Jacqueline R. Eckhardt, Heir of Eileen T. Smith	0.0000072122
Patricia Mae Kress, Heir of Eileen T. Smith	0.0000072122
Strasser Investments	0.0002885241
Ralph D. Brinton	0.0005770691
June J. Anderson, Life Estate, Remainderman Kihmn Carter	0.0007213517
Pamela Bills, aka Pamela J. Gray	0.0007213517
Kihmn Carter	0.0007213517
Jamie Zimmerman	0.0003606755
Tyler Yost	0.0003606755
Alan Moritz	0.0001442690
Derry An Moritz	0.0001442690
Dan Moritz	0.0001442690
John Lane, Heir of Jeanne Lane	0.0001442690
Patricia C. Lane, Heir of Jeanne Lane	0.0001442690
Susan S. Lane, Heir of Jeanne Lane	0.0001442690
William W. Moore	0.0003606654
Raili Hintze	0.0001803330
Suzanne H. Weaver	0.0000601108
Telitha Geisler	0.0000601108
Mary Ellen Pugsley	0.0000601108

<u>Leased Mineral Owner</u>	<u>Mineral Interest</u>
Oman Investment Co., LP	0.0025766713
James Patrick Ellis & Helen Mari Ellis, Trustees for the James Patrick Ellis Trust	0.0007213308
Mary K. Zackrison, Trustee of Restated Mary K. Zackrison Inter Vivos Trust dated 10/30/2000	0.0003606654
Brigham Young University	0.0003606654
Alan Miller	0.0000096161
Sheila Pack	0.0000096161
Richard L. Stimson	0.0003606654
Mary M. Jackson (a widow)	0.0000288483
Virginia Menlove	0.0003606654
United States of America (UTU-088632)	0.0315661548
Dwight and Josephine, LLC	0.0052610256
Michael Jordan Fox	0.0026305131
David Ryan Fox	0.0026305131
C. Fullmer Tebbs and wife, LaVee Tebbs	0.0052610256
Ute Indian Tribe	0.7474707618
Heirs of Allotment No. 687 UNC 550, Tommy Mowitch	0.1262646191
TOTAL LEASED MINERAL OWNERS	0.9779063404

NON-CONSENTING MINERAL OWNERS

Ute Tribal 6-7-3-2W

<u>Unleased Mineral Owner</u>	<u>Address</u>	<u>Mineral Interest</u>
Neil R. Lemon	P.O. Box 513 Wheeler, TX 79096	0.0015783077
Jerry K. Lemon	5341 North Morning Gale Way Boise, ID 83713	0.0015783077
Heir of Ruth Doxey, c/o Carolyn Olsen	unknown	0.0000180333
Heir of Ruth Doxey, c/o Tom Walker	unknown	0.0000180333
Heir of Ruth Doxey, c/o Wayne Walker	unknown	0.0000180333
Heir of Sara Tanner, c/o Isabelle T. Jensen	720 Three Fountains Drive Unit 78 Murray, UT 84107	0.0000721331
Heir of Zola T. Rhodes, c/o David Rhodes	unknown	0.0000144266
Heir of Zola T. Rhodes, c/o Peggy Rhodes	unknown	0.0000144266
Heir of Zola T. Rhodes, c/o Daniel Rhodes	unknown	0.0000144266
Heir of Zola T. Rhodes, c/o Doug Rhodes	unknown	0.0000144266
Heir of Zola T. Rhodes, c/o Nancy Rhodes	unknown	0.0000144266
Heir of Henry A. Smith, c/o Deril Smith	1616 W. Paradise Lane Salt Lake City, UT 84123	0.0000028845
Ronald L. Schneider	P.O. Box 757 Indian Hills, CO 80454	0.0014427027
Heir of Frederick H. Blechmann and Clarice E. Blechmann, c/o Emmy Blechmann	Box 184 Sun Valley, ID 83353	0.0014427027
Estate of Ernan H. Smith (Skyler Smith, Kelly Smith, Nolan Smith, Doran Smith, Lance Smith, Carlan Smith, Merrilee Smith, Rawlo Smith, Dawn Smith Soger, Shirley Marie Chapman and Mary Ann Arrington)		0.0000288483
Estate of Ernan H. Smith, c/o Skyler Smith	unknown	
Estate of Ernan H. Smith, c/o Kelly Smith	unknown	
Estate of Ernan H. Smith, c/o Nolan Smith	unknown	
Estate of Ernan H. Smith, c/o Doran Smith	unknown	
Estate of Ernan H. Smith, c/o Lance Smith	unknown	
Estate of Ernan H. Smith, c/o Carlan Smith	unknown	
Estate of Ernan H. Smith, c/o Merrilee Smith	unknown	
Estate of Ernan H. Smith, c/o Rawlo Smith	unknown	
Estate of Ernan H. Smith, c/o Dawn Smith Soger	unknown	
Estate of Ernan H. Smith, c/o Shirley Marie Chapman	1279 E. 600 North Circle N American Fork, UT 84003	
Estate of Ernan H. Smith, c/o Mary Ann Arrington	5000 S. 1900 W, Unit 40 Roy, UT 84067	
Heirs of Agnes S. Knapp (Carol Jean Knapp Barney, Maradel Knapp Brown, Erick Knapp, Frank Knapp)		0.0000288483
Heir of Agnes S. Knapp, c/o Carol Jean Knapp Barney	1531 W. Cherokee Lane Stafford, AZ 85446	
Heir of Agnes S. Knapp, c/o Maradel Knapp Brown	2064 W. Washington Ave Gilbert, AZ 85234	
Heir of Agnes S. Knapp, c/o Erick Knapp	unknown	
Heir of Agnes S. Knapp, c/o Frank Knapp	646 N. 1580 Lehi, UT 84043	
Laura Macfarlane	2030 Bitterroot Drive Twin Falls, ID 83301	0.0000048081
Craig Macfarlane	509 S. Walnut St. Boise, ID 83712	0.0000048081
E. Leon Sprouse	P.O. Box 315 Neola, UT 84053	0.0157830774

TOTAL NON-CONSENTING OWNERS

0.0220936615

3-B

LEASED MINERAL INTERESTS
Ute Tribal 14-9-3-2W

<u>Leased Mineral Owner</u>	<u>Mineral Interest</u>
Patsy Patry	0.007031250
Gordon Barth Stone	0.027392578
Lee Stone	0.027392578
Gwen Stone Drollinger	0.027392578
Marilyn Mawell Miller, PR Estate of Jessie Hutchings Maxwell	0.006054688
Sharlyne Tefteller	0.027392578
Gertrude Russell as Successor Trustee of the John Randall Russell Family Trust , c/o Janet Loraine	
Russee Collett and Jay Randall Russell	0.025000000
Patsy Patry	0.033553125
Allen N. Gines and Jerry N. Gines as Trustees of the Myrle Gines Family Trust U/A dated Sept. 30, 1992	0.039062500
Corp. of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah Corp.	0.183593750
Mark L. Bassham	0.061458334
Alan Moritz	0.000571296
Brigham Young University	0.001428213
Carolyn G. Campbell	0.002550843
Dan Moritz	0.000571296
Alan Miller	0.000038079
Shelia Pack	0.000000714
Derry Ann Moritz	0.000571296
John Lane	0.000010712
Patricia C. Lane	0.000010712
Susan S. Lane	0.000010712
Barry Smith	0.000000214
Rozel Smith Woolley	0.000000214
Arlene Palmer Smith	0.000011425
Claudia Pat Ross	0.000001905
Randy C. Smith	0.000001905
Lennon Becky Smith	0.000001905
Mark W. Smith	0.000002855
James L. Anderson	0.000002855
Jacqueline R. Eckhardt	0.000028560
Patricia Mae Kress	0.000028560
Jacqueline Dunigan	0.004861113
Peggy Lemon	0.068750000
Loya J. Nebeker	0.000117188
Marcia J. White	0.000117188
James N. Lemon	0.006250000
Lyle E. Lemon	0.000117188
M. Lynn Lemon	0.006250000
Sheryl L. Burton	0.006250000
DeAnn Thomason	0.006250000
James P. Ellis and Helen Mari Ellis as Trustees of the James P. Ellis Trust dated June 17, 1994	0.002856425
Jammie Zimmerman	0.001428325
Jesse Pederson as Trustee of the C.P. Pederson Trust dated December 23, 1993	0.004570393
Harriet Sam	0.004861112
Daniel Sam	0.019444445

Leased Mineral Owner**Mineral Interest**

Frances Sam	0.004861112
June J. Anderson	0.002856648
Keith D. Goates	0.002550845
Kihmn Carter	0.002856648
Lawton Oil & Gas II LLC	0.007426900
Linda L. Davis	0.002550843
Mary H. Goates	0.002550845
Mary M. Jackson	0.000114238
Nancy Jones	0.004861110
Oman Investment Co., a LP	0.010203375
Pamela Bills, aka Pamela J. Gray	0.002856648
Raili Hintze	0.000714108
Suzanne H. Weaver	0.000238035
Telitha Geisler	0.000238035
Mary Ellen Pugsley	0.000238035
Ralph D. Brinton	0.002285155
Richard L. Stimson	0.001428213
John Walker	0.000071411
Beth T. Spackman	0.000285643
Helen T. Beaton	0.000285643
Strasser Investments	0.001142538
Thodora Jane Cocagne	0.004861110
Tyler Yost	0.001428325
Virginia P. Menlove, PR Estate of Richard D. Ruckenbrod	0.001428213
William M. Moore	0.001428213
John Lane	0.000560584
Patricia C. Lane	0.000560584
Susan S. Lane	0.000560584
Sheila Pack	0.000037365
Barry Smith	0.000011208
Rozel Smith Woolley	0.000011208
Loya J. Nebeker	0.006132813
Marcia J. White	0.006132813
Lyle E. Lemon	0.006132813
Ute Indian Tribe and UDC	0.250000000

TOTAL LEASED MINERAL OWNERS**0.933193459**

NON-CONSENTING OWNERS

Ute Tribal 14-9-3-2W

Unleased Mineral Owner	Address	Mineral Interest
Pearl Davis Reay as Trustee of the Pearl Davis Reay Family Living Trust dated January 28, 1982	P.O. Box 612 Ashton, ID 83420	0.003946875
M. Richard Walker as Trustee of the Verne H. Eliason Family Trust	4685 Highland Drive # 202 Salt Lake City, UT 84117	0.030729165
Heirs of Agnes S. Knapp (Carol Jean Knapp Barney, Maradel Knapp Brown, Erick Knapp, Frank Knapp)		0.000114238
Heir of Agnes S. Knapp, c/o Carol Jean Knapp Barney	1531 W. Cherokee Lane Stafford, AZ 85446	
Heir of Agnes S. Knapp, c/o Maradel Knapp Brown	2064 W. Washington Ave Gilbert, AZ 85234	
Heir of Agnes S. Knapp, c/o Erick Knapp	unknown	
Heir of Agnes S. Knapp, c/o Frank Knapp	646 N. 1580 Lehi, UT 84043	
Laura Macfarlane Twiss	2030 Bitterroot Drive Twin Falls, ID 83301	0.000019040
Craig Macfarlane	509 S. Walnut St. Boise, ID 83712	0.000019040
Estate of Ernan H. Smith (Skyler Smith, Kelly Smith, Nolan Smith, Doran Smith, Lance Smith, Carlan Smith, Merrilee Smith, Rawlo Smith, Dawn Smith Soger, Shirley Marie Chapman and Mary Ann Arrington)		0.000114238
Estate of Ernan H. Smith, c/o Skyler Smith	unknown	
Estate of Ernan H. Smith, c/o Kelly Smith	unknown	
Estate of Ernan H. Smith, c/o Nolan Smith	unknown	
Estate of Ernan H. Smith, c/o Doran Smith	unknown	
Estate of Ernan H. Smith, c/o Lance Smith	unknown	
Estate of Ernan H. Smith, c/o Carlan Smith	unknown	
Estate of Ernan H. Smith, c/o Merrilee Smith	unknown	
Estate of Ernan H. Smith, c/o Rawlo Smith	unknown	
Estate of Ernan H. Smith, c/o Dawn Smith Soger	unknown	
Estate of Ernan H. Smith, c/o Shirley Marie Chapman	1279 E. 600 North Circle N American Fork, UT 84003	
Estate of Ernan H. Smith, c/o Mary Ann Arrington	5000 S. 1900 W, Unit 40 Roy, UT 84067	
Heir of Frederick H. Blechmann and Clarice E. Blechmann, c/o Emmy Blechmann	Box 184 Sun Valley, ID 83353	0.005712933
Heir of Henry A. Smith, c/o Deril Smith	1616 W. Paradise Lane Salt Lake City, UT 84123	0.000011423
Neil R. Lemon	P.O. Box 513 Wheeler, TX 79096	0.006250000
Jerry K. Lemon	5341 North Morning Gale Way Boise, ID 83713	0.006250000
John R. Zackrison c/o Mary Zackrison	1516 Canterbury Drive Salt Lake City, UT 84108	0.001428213
Lillian F. Smith, J. Fish Smith, Menlo F. Smith as Trustees for Lillian Smith, U/A dated Oct. 10, 1972	615 Aloha Road Salt Lake City, UT 84103	0.005712930
Ronald L. Schneider	P.O. Box 757 Indian Hills, CO 80454	0.005712933
Heir of Sara Tanner, c/o Isabelle T. Jensen	720 Three Fountains Drive Unit 78 Murray, UT 84107	0.000285643
Heir of Ruth Doxey, c/o Carolyn Olsen	unknown	0.000071411
Heir of Ruth Doxey, c/o Tom Walker	unknown	0.000071411
Heir of Ruth Doxey, c/o Wayne Walker	unknown	0.000071411
Heir of Zola T. Rhodes, c/o David Rhodes	unknown	0.000057129
Heir of Zola T. Rhodes, c/o Peggy Rhodes	unknown	0.000057129
Heir of Zola T. Rhodes, c/o Daniel Rhodes	unknown	0.000057129
Heir of Zola T. Rhodes, c/o Doug Rhodes	unknown	0.000057129
Heir of Zola T. Rhodes, c/o Nancy Rhodes	unknown	0.000057129

TOTAL NON-CONSENTING OWNERS: 0.066806541

3-C

LEASED MINERAL INTERESTS

Nickerson 6-28-3-2W

<u>Leased Mineral Owner</u>	<u>Mineral Interest</u>
KATHLEEN KEARNEY BECK	1.562500%
NORMAN LEE KEARNEY	1.562500%
CLARA L BILTZ	0.781250%
STANLEY WALLIN BILTZ	0.781250%
CINDY MARIE WISER	0.781250%
MARY LYNN CAREY	0.781250%
JOHN YUMPUTS (14-20-H62-5996)	6.250000%
JONII E. & DALE C. LARSON	2.083333%
GWEN FUNK GOODRICH, BY CRAIG HOWARD FUNK, HER AGENT & A-I-F	2.083333%
FRANCES E & MERLYN E REYNOLDS	2.083333%
POKER (MO WITS SEAH) JACK (14-20-H62-5968)	5.681662%
CHRISTINA SHAVANAUX SHEPARD	0.144524%
WILLMAE SHAVANAUX	0.156610%
ANGELA ROSE DIAZ	0.038172%
LEROY AMOS DIAZ	0.038172%
EDNA J LOPEZ	0.038172%
JODY F. DIAZ	0.038172%
JOHNNY L. DIAZ	0.038172%
PAUL N. MASCARENAS	0.038172%
JERRY N. MASCARENAS	0.038172%
LORRAINE L NICKERSON REV TR	7.142857%
DOROTHY BUSH	0.446429%
DOUGLAS E MILLER	0.148810%
JAMES W. MILLER	0.148810%
BRUCE R. MILLER	0.148810%
FRED J. ORR	0.446429%
EDDIE H. LINKE AND I. LORENE LINKE, H/W	0.446429%
WILLIAM F. LINKE	0.297619%
ROBERT W. LINKE	0.297619%
CAL A. LINKE, BY AGENT & AIF, CARLE A. LINKE	0.099206%
CARLE A. LINKE	0.099206%
WILLIAM C. LINKE	0.099206%
E. BRUCE LINKE	1.785714%
ELAINE M. KANE AND FRANCIS E. KANE	0.446429%
FRED C. SCHMEDNECHT AND ELANORE A. SCHMEDNECHT	0.446429%
JUNE L RICHARDSON	0.781250%
PAULINE POULLSON & MILTON T POULSON	0.781250%
MILTON GALE LARSEN AND DARLENE LARSEN	0.781250%
TERRY SCHOLES	0.195313%
KENDALL L SCHOLES	0.195313%
RAE ANN ALLDREDGE	0.195313%
BENNIE L SCHOLES	0.195313%
MILTON GALE LARSEN	1.562500%
MOON BROTHERS, LLC	1.171875%
GREGORY LOWE	0.055804%

LEASED MINERAL INTERESTS

Nickerson 6-28-3-2W

<u>Leased Mineral Owner</u>	<u>Mineral Interest</u>
MICHAEL LOWE	0.055804%
GRETCHEN LOWE FLUHART	0.055804%
LIISA LOWE FREI	0.055804%
MELINDA LOWE PAULI	0.055804%
LILLIJA CONTOS	0.055804%
JEFFERY LOWE	0.055804%
UTE INDIAN TRIBE & UTE DISTRIBUTION CORP (14-20-H62-6269)	6.546875%
FRANK TANNER REVOCABLE TRUST	18.453125%
ARRAPPO (14-20-H62-6177)	12.500000%
LURENE WILKINSON	2.083333%
EVA M HULLINGER	0.029762%
TRAVIS HILKEY	0.003720%
RODNEY LEE HILKEY	0.003720%
STORMIE DAWN HOPKINS	0.003720%
RYAN DAVID HILKEY	0.003720%
ARVIN DON HULLINGER	0.074405%
LYNN EDWARD HULLINGER	0.074405%
SHARON HULLINGER OAKES AND GEARY OAKES, H/H	0.074405%
PAUL HULLINGER	0.372024%
GARY HULLINGER	0.372024%
BRENT HULLINGER	0.372024%
KEVIN HULLINGER	0.372024%
RICKY HULLINGER	0.372024%
BRENDA LEPORE COLONNO	1.860119%
ARRAPPO (14-20-H62-5966)	6.250000%
FRANK TANNER REVOCABLE TRUST	3.125000%
ALLAN E. MECHAM FAMILY TRUST	1.562500%
CAROLYN C. MOLLINET	0.390625%
SUSAN C. WILLIAMS	0.390625%
SELJAC, LTD	0.390625%
THOMAS E. CLYDE	<u>0.390625%</u>
TOTAL LEASED MINERAL INTERESTS:	99.821429%

NON-CONSENTING OWNERS

Nickerson 6-28-3-2W

<u>Unleased Mineral Owner</u>	<u>Address</u>	<u>Mineral Interest</u>
UNLEASED HEIRS OF THE ESTATE OF STEVEN HULLINGER	ADDRESS UNKNOWN	0.178571%
TOTAL NON-CONSENTING OWNERS:		0.178571%

3-D

LEASED MINERAL INTERESTS

Red Cap 2-8-3-3WH

<u>Leased Mineral Owner</u>	<u>Mineral Interest</u>
BOB RED CAP AH-VA-QUIM (14-20-H62-6035)	12.500000%
UTE INDIAN TRIBE & UTE DISTRIBUTION CORPORATION	25.000000%
1995 EVANS FAMILY TRUST	12.500000%
MARILYN J HOLGATE	12.500000%
ALPINE PARTNERS	6.880416%
4-C FARMS, LLC	4.577396%
ALTEX OIL CORPORATION	1.042188%
MILDRED GILBERT	2.360119%
REAY FAMILY TRUST DTD 12/19/2008	0.214556%
ROBERT F REAY	0.214556%
LADONNA ZELLER	0.214556%
LISA WEBB	0.214556%
ROY GLEN REAY	0.214556%
LANA MASSEY	0.214556%
NICHOLAS FAYE REAY	0.107278%
JAKE ALLEN REAY	0.107278%
JOHN BARRY HACKING	0.300379%
SCARLETT FROST	0.300379%
MELANIE HARRINGTON	0.300379%
DAVID WILLIAM HACKING	0.300379%
CLAY N. HACKING	0.300379%
KARL RAY JENSEN	1.501894%
VENICE NIELSON MECHAM	1.501894%
LORENE S. NEAL	1.501894%
DENIM ROBERTS	1.501894%
BARBARA A. NIELSON	0.938684%
DRU O. NIELSON	0.187737%
RICKY LYNN NIELSON	0.187737%
COLIN KELLY NIELSON	0.187737%
ARLENE GILBERT	1.180060%
THEODORE N BALDWIN	1.180060%
GAYLE GLENN GILBERT	1.180060%
RULON OLSEN GILBERT	1.180060%
SMOKEY RASMUSSEN	0.750947%
RANCE RASMUSSEN	0.750947%
THERESA HOPES	0.600757%
SHANE W. RASMUSSEN	0.500631%
RHETT T. RASMUSSEN	0.500631%
DARIN D. RASMUSSEN	0.500631%
LESLIE ANNE MAXWELL	0.450568%
BILL YOUNG	0.450568%
JANACE NELSON	0.375474%
CONNIE GILBERT	0.375474%
DIONA PERRY	0.375473%
BRETT MACE	0.375473%

LEASED MINERAL INTERESTS

Red Cap 2-8-3-3WH

<u>Leased Mineral Owner</u>	<u>Mineral Interest</u>
SHARLEE GLENN	0.196677%
SALI-KAI SMITH	0.196677%
BRENT MULLINS	0.196677%
MARK MULLINS	0.196677%
THOMAS MULLINS	0.196677%
MARLAYNE SINCLAIR	0.196677%
TOTAL LEASED MINERAL INTERESTS:	99.781250%

NON-CONSENTING OWNERS

Red Cap 2-8-3-3WH

<u>Unleased Mineral Owner</u>	<u>Address</u>	<u>Mineral Interest</u>
THOMAS A. JUDD AND ETHEL JUDD	ADDRESS UNKNOWN	0.218750%
TOTAL NON-CONSENTING OWNERS:		0.218750%

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LEASED MINERAL INTERESTS

Odekirk 11-12-3-3W

<u>Leased Mineral Owner</u>	<u>Mineral Interest</u>
ALFRED LYNN FAIRBANKS	0.00044643
ALICE WILCOX	0.00007441
ALLISON KIRK DALE	0.00012755
ALVINA HULBERT HORTON	0.00195313
ANNETTE KIRK HORMAN	0.00012755
BEVERLY GALLAGHER	0.00198412
BEVERLY STERN	0.01190476
BIA UINTAH AND OURAY AGENCY	0.06250000
BRENT FAIRBANKS ROMNEY	0.00029762
BRYCE FAIRBANKS	0.00416667
CAROL WOLLUM	0.00520833
CATHIE IVERSON	0.00086806
CATHY SCHUMACHER	0.00086806
CHARLOTTE ANNE SOUTH	0.00007441
CLIFFORD IVERSON	0.00086806
CRAIG GUNDERSON	0.00130208
CURTIS BENSON	0.00130208
DARRELL WAYNE HANSON JR	0.00065105
DAVID GALLAGHER	0.00198412
DEBORAH L CALHOUN	0.00086806
DEBRA KAY HANSON REAGAN	0.00065105
DEBRA WONG	0.00029762
DEE G. FAIRBANKS	0.00022321
DENNIS W WOLLUM	0.00086806
DONALD A. KIRK	0.00089286
DONALD GALLAGHER	0.00198412
DONALD R WOLLUM	0.00086806
DOUGLAS LARRY FAIRBANKS	0.00059524
DOUGLAS VOY FAIRBANKS	0.00042857
DOUGLAS WAYNE ROMNEY	0.00029762
ELLEN DEITRICK	0.00089286
FRED FAIRBANKS	0.00035714
GARY GUNDERSON	0.00130208
GARY PAUL WOLLUM	0.00086805
GLEN A SNYDER	0.00089286
HANSEN OIL PROPERTIES LP	0.00312500
JENNIE LYNN ROMNEY	0.00029762
JEROME BENSON	0.00130208
JOELLEN CELAYA REARDON	0.00022321
JOHN GALLAGHER	0.00198412
JONATHAN LEE FAIRBANKS	0.00007441
JOSEPH GEORGE FAIRBANKS	0.00167857
JULIA P OCHSNER	0.00396826

JULIE ANN MCMANIS	0.00173611
JULIE IVERSON	0.00086806
KAREN HAMMERQUIST	0.00007441
KATHERINE IVERSON TOLLEFSRUD	0.00086806
KIRT GUNDERSON FAIRBANKS	0.00044643
LOHUA ODEKIRK	0.01190476
LOU JEAN WESTON	0.00178571
LYNN FAIRBANKS	0.00035714
MARGIE RUTH WARE	0.00059524
MARIE PAPA	0.00167857
MARK FAIRBANKS	0.00035714
MARLENE RENEE MOORE	0.00059524
MARLYS IVERSON EGGE	0.00086806
MARVA D TAYLOR	0.00007440
MARY ELIZABETH WOODLAND	0.00007441
MATTHEW BENSON SR	0.00130208
MATTHEW FAIRBANKS KIRK	0.00012755
MAX D ODEKIRK	0.01190476
MAX KENT FAIRBANKS	0.00044643
MICHAEL BENSON	0.00130208
MINA MARIE HULBERT ATRI	0.00195313
NORMA JEAN CROCKETT	0.00029762
ORIN NELSON ROMNEY III	0.00029762
PAT WELLS	0.00035714
PATRECE MUELLER	0.00130208
PRESTON FAIRBANKS KIRK	0.00012755
RANDY GUNDERSON	0.00130208
REN L. FAIRBANKS	0.00022321
RICHARD C ODEKIRK	0.01190476
RICHARD FAIRBANKS	0.00035714
RICHARD FRANK FAIRBANKS ESTATE	0.00416667
RICHARD R ODEKIRK	0.21093750
RINDA COLLEEN ROMNEY	0.00029762
ROBERT ALAN LAWSON	0.00173611
ROBERT JAMES FAIRBANKS	0.00167857
ROBERT L FAIRBANKS	0.00416667
ROBERT MALASKA	0.00396826
ROBERTA ANN ATTERIDGE WOFFORD	0.00195313
ROXANN FAIRBANKS FORBUSH	0.00044643
ROXANNE IVERSON SCHNITZLER	0.00086806
RUEBEN C IVERSON	0.00781251
RULON B AND MARY LYNN F BURNINGHAM TR	0.00178571
RUSSELL WAYNE ODEKIRK	0.00390625
RUTH ELLEN RIGGS	0.00007441
SCOTT BENSON	0.00130208
SHARON ODEKIRK	0.00390625
SHERI WOOLLEY	0.00029762
SPENCER FAIRBANKS KIRK	0.00012755
STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION	0.12500000
STEVEN JAY LAWSON	0.00173611

SUE BORNDHOLDT	0.00130208
SUSANN MARIE HANSON NETTLETON	0.00065105
SUZANNE KIRK HAWKER	0.00012755
TAMRA L. HUGHES	0.00520833
TEAONNA MORTON	0.00198412
TED & DENISE FAIRBANKS TR DTD 11/23/99	0.00167857
TERESE L. HANSEN	0.00022321
TERI MAREK	0.00029762
THEODORE R. EVANS TRUST B UWD 4/25/97	0.00520833
THOMAS M FAIRBANKS	0.00007440
THOMAS M WEINERTH	0.00396826
Ute Distribution Corporation	0.10185697
Ute Tribe of Uintah and Ouray Indian Reservation	0.27314303
VAN CELAYA	0.00022321
VELEDA C WELLS	0.00022321
VICKI JO PARMENTIER	0.00022321
WANDA WOLLUM	0.00520833
WARREN FAIRBANKS KIRK	0.00012755
WILLIAM H ODEKIRK	0.01190476
Newfield Leasehold in DSU	96.693949%
WILLIAM F RODEN BYPASS TRUST	0.00260416
OBRIEN PRODUCTION INC	0.00052083
GEORGE G STALEY	0.00052083
THEODORE M FERGESON	0.00026042
SPARKS TAX FREE TRUST	0.00026042
BLACKMON FAMILY MINERAL TRUST	0.00026042
RAY AND DONNA WEST LIVING TRUST	0.00015625
PEGGY J WEBSTER WILSON	0.00015625
CHARLES R TIERCE	0.00015625
JAMES F DEAL	0.00015625
Roden Oil Company Leasehold in DSU	0.505208%
WILLIAM F RODEN BYPASS TRUST	0.00260416
OBRIEN PRODUCTION INC	0.00052083
GEORGE G STALEY	0.00052083
THEODORE M FERGESON	0.00026042
SPARKS TAX FREE TRUST	0.00026042
BLACKMON FAMILY MINERAL TRUST	0.00026042
RAY AND DONNA WEST LIVING TRUST	0.00015625
PEGGY J WEBSTER WILSON	0.00015625
CHARLES R TIERCE	0.00015625
JAMES F DEAL	0.00015625
Seguro Investments, LLC Leasehold in DSU	0.505208%

WILLIAM F RODEN BYPASS TRUST		0.00260416
OBRIEN PRODUCTION INC		0.00052083
GEORGE G STALEY		0.00052083
THEODORE M FERGESON		0.00026042
SPARKS TAX FREE TRUST		0.00026042
BLACKMON FAMILY MINERAL TRUST		0.00026042
RAY AND DONNA WEST LIVING TRUST		0.00015625
PEGGY J WEBSTER WILSON		0.00015625
CHARLES R TIERCE		0.00015625
JAMES F DEAL		0.00015625
	Unitex Holdings, LLC Leasehold in DSU	0.505208%
ANNA BETH MAGEE		0.00312500
	Quirt Energy Resources LLC Leasehold in DSU	0.312500%
	TOTAL LEASED MINERAL INTERESTS	98.522073%
<u>Participating Unleased Owner(s)</u>		
Chalfant, Inc.		0.00312500
	TOTAL INTEREST OWNED BY NEWFIELD AND PARTNERS IN DSU:	98.834573%

NON-CONSENTING OWNERS

Odekirk 11-12-3-3W

<u>Unleased Mineral Owner</u>	<u>Address</u>	<u>Mineral Interest</u>
Steven Douglas Knight	20695 East Ida Circle Aurora, CO 80015	0.173612%
Rodney Alan Knight	PO Box 454 Delta Junction, AK 99737	0.173612%
Scott Knight	13775 W. Baltic Drive Lakewood, CO 80228	0.173612%
Michael Gallagher	PO Box 23 Manson, WA 98831	0.198413%
Heirs of Marjorie Iverson c/o Becky J. Stauffer	3 Learig Lane Saint James, MN 56081-1533	0.260417%
Heirs of Varge Celaya c/o Lisa Celaya Prewett	120 Juniper Ave Atwater, CA 95301	0.002790%
Heirs of Varge Celaya c/o Varge Anthony George Celaya	29 Corbett Ct Napa, CA 94558	0.002790%
Heirs of Varge Celaya c/o Jessica Celaya Roberts	6648 W 10030 N Highland, UT 84003	0.002790%
Heirs of Varge Celaya c/o Jason Wayne Celaya	486 W Pacific Dr #3 American Fork, UT 84003	0.002790%
Heirs of Varge Celaya c/o Lance Martin Celaya	9600 Forest Lane #1102 Dallas, TX 75243	0.002790%
Heirs of Varge Celaya c/o Adam Lorr Celaya	663 Stadium Ave Provo, UT 84604	0.002790%
Heirs of Varge Celaya c/o Chelsea Celaya Bell	1202 Sun River Dr Riverton, UT 84065	0.002790%
Heirs of Varge Celaya c/o Jillian Celaya Harding	436 E Blaine Ave Salt Lake City, UT 84115	0.002790%
Alfred Mark Fairbanks	SE 1410 Bishop Blvd Pullman, WA 99163	0.007440%
Heirs of Jo Anne Highsmith c/o Suzan Kedzie	720 N Jackson St Clinton, IL 61727	0.046875%
Heirs of Daniel Wollum	Unknown	0.086806%
Leslie Marie Hunting	Unknown	0.007440%
James Dean Fairbanks	Unknown	0.007440%
Bertha Dean Fairbanks	Unknown	0.007440%

TOTAL NON-CONSENTING OWNERS: 1.165427%

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LEASED MINERAL INTERESTS

To-Put-Che-Ar 13-12-3-3WH

<u>Leased Mineral Owner</u>	<u>Mineral Interest</u>
ALFRED LYNN FAIRBANKS	0.00044643
ALICE WILCOX	0.00007441
ALLISON KIRK DALE	0.00012755
ALVINA HULBERT HORTON	0.00195313
ANNETTE KIRK HORMAN	0.00012755
BEVERLY GALLAGHER	0.00198412
BEVERLY STERN	0.01190476
BIA UINTAH AND OURAY AGENCY	0.06250000
BRENT FAIRBANKS ROMNEY	0.00029762
BRYCE FAIRBANKS	0.00416667
CAROL WOLLUM	0.00520833
CATHIE IVERSON	0.00086806
CATHY SCHUMACHER	0.00086806
CHARLOTTE ANNE SOUTH	0.00007441
CLIFFORD IVERSON	0.00086806
CRAIG GUNDERSON	0.00130208
CURTIS BENSON	0.00130208
DARRELL WAYNE HANSON JR	0.00065105
DAVID GALLAGHER	0.00198412
DEBORAH L CALHOUN	0.00086806
DEBRA KAY HANSON REAGAN	0.00065105
DEBRA WONG	0.00029762
DEE G. FAIRBANKS	0.00022321
DENNIS W WOLLUM	0.00086806
DONALD A. KIRK	0.00089286
DONALD GALLAGHER	0.00198412
DONALD R WOLLUM	0.00086806
DOUGLAS LARRY FAIRBANKS	0.00059524
DOUGLAS VOY FAIRBANKS	0.00042857
DOUGLAS WAYNE ROMNEY	0.00029762
ELLEN DEITRICK	0.00089286
FRED FAIRBANKS	0.00035714
GARY GUNDERSON	0.00130208
GARY PAUL WOLLUM	0.00086805
GLEN A SNYDER	0.00089286
HANSEN OIL PROPERTIES LP	0.00312500
JENNIE LYNN ROMNEY	0.00029762
JEROME BENSON	0.00130208
JOELLEN CELAYA REARDON	0.00022321
JOHN GALLAGHER	0.00198412
JONATHAN LEE FAIRBANKS	0.00007441
JOSEPH GEORGE FAIRBANKS	0.00167857
JULIA P OCHSNER	0.00396826

JULIE ANN MCMANIS	0.00173611
JULIE IVERSON	0.00086806
KAREN HAMMERQUIST	0.00007441
KATHERINE IVERSON TOLLEFSRUD	0.00086806
KIRT GUNDERSON FAIRBANKS	0.00044643
LOHUA ODEKIRK	0.01190476
LOU JEAN WESTON	0.00178571
LYNN FAIRBANKS	0.00035714
MARGIE RUTH WARE	0.00059524
MARIE PAPA	0.00167857
MARK FAIRBANKS	0.00035714
MARLENE RENEE MOORE	0.00059524
MARLYS IVERSON EGGE	0.00086806
MARVA D TAYLOR	0.00007440
MARY ELIZABETH WOODLAND	0.00007441
MATTHEW BENSON SR	0.00130208
MATTHEW FAIRBANKS KIRK	0.00012755
MAX D ODEKIRK	0.01190476
MAX KENT FAIRBANKS	0.00044643
MICHAEL BENSON	0.00130208
MINA MARIE HULBERT ATRI	0.00195313
NORMA JEAN CROCKETT	0.00029762
ORIN NELSON ROMNEY III	0.00029762
PAT WELLS	0.00035714
PATRECE MUELLER	0.00130208
PRESTON FAIRBANKS KIRK	0.00012755
RANDY GUNDERSON	0.00130208
REN L. FAIRBANKS	0.00022321
RICHARD C ODEKIRK	0.01190476
RICHARD FAIRBANKS	0.00035714
RICHARD FRANK FAIRBANKS ESTATE	0.00416667
RICHARD R ODEKIRK	0.21093750
RINDA COLLEEN ROMNEY	0.00029762
ROBERT ALAN LAWSON	0.00173611
ROBERT JAMES FAIRBANKS	0.00167857
ROBERT L FAIRBANKS	0.00416667
ROBERT MALASKA	0.00396826
ROBERTA ANN ATTERIDGE WOFFORD	0.00195313
ROXANN FAIRBANKS FORBUSH	0.00044643
ROXANNE IVERSON SCHNITZLER	0.00086806
RUEBEN C IVERSON	0.00781251
RULON B AND MARY LYNN F BURNINGHAM TR	0.00178571
RUSSELL WAYNE ODEKIRK	0.00390625
RUTH ELLEN RIGGS	0.00007441
SCOTT BENSON	0.00130208
SHARON ODEKIRK	0.00390625
SHERI WOOLLEY	0.00029762
SPENCER FAIRBANKS KIRK	0.00012755
STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION	0.12500000
STEVEN JAY LAWSON	0.00173611

SUE BORNDHOLDT	0.00130208
SUSANN MARIE HANSON NETTLETON	0.00065105
SUZANNE KIRK HAWKER	0.00012755
TAMRA L. HUGHES	0.00520833
TEAONNA MORTON	0.00198412
TED & DENISE FAIRBANKS TR DTD 11/23/99	0.00167857
TERESE L. HANSEN	0.00022321
TERI MAREK	0.00029762
THEODORE R. EVANS TRUST B UWD 4/25/97	0.00520833
THOMAS M FAIRBANKS	0.00007440
THOMAS M WEINERTH	0.00396826
Ute Distribution Corporation	0.10185697
Ute Tribe of Uintah and Ouray Indian Reservation	0.27314303
VAN CELAYA	0.00022321
VELEDA C WELLS	0.00022321
VICKI JO PARMENTIER	0.00022321
WANDA WOLLUM	0.00520833
WARREN FAIRBANKS KIRK	0.00012755
WILLIAM H ODEKIRK	0.01190476

Newfield Leasehold in DSU	96.693949%
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WILLIAM F RODEN BYPASS TRUST	0.00260416
OBRIEN PRODUCTION INC	0.00052083
GEORGE G STALEY	0.00052083
THEODORE M FERGESON	0.00026042
SPARKS TAX FREE TRUST	0.00026042
BLACKMON FAMILY MINERAL TRUST	0.00026042
RAY AND DONNA WEST LIVING TRUST	0.00015625
PEGGY J WEBSTER WILSON	0.00015625
CHARLES R TIERCE	0.00015625
JAMES F DEAL	0.00015625

Roden Oil Company Leasehold in DSU	0.505208%
---	------------------

WILLIAM F RODEN BYPASS TRUST	0.00260416
OBRIEN PRODUCTION INC	0.00052083
GEORGE G STALEY	0.00052083
THEODORE M FERGESON	0.00026042
SPARKS TAX FREE TRUST	0.00026042
BLACKMON FAMILY MINERAL TRUST	0.00026042
RAY AND DONNA WEST LIVING TRUST	0.00015625
PEGGY J WEBSTER WILSON	0.00015625
CHARLES R TIERCE	0.00015625
JAMES F DEAL	0.00015625

Seguro Investments, LLC Leasehold in DSU	0.505208%
---	------------------

WILLIAM F RODEN BYPASS TRUST		0.00260416
OBRIEN PRODUCTION INC		0.00052083
GEORGE G STALEY		0.00052083
THEODORE M FERGESON		0.00026042
SPARKS TAX FREE TRUST		0.00026042
BLACKMON FAMILY MINERAL TRUST		0.00026042
RAY AND DONNA WEST LIVING TRUST		0.00015625
PEGGY J WEBSTER WILSON		0.00015625
CHARLES R TIERCE		0.00015625
JAMES F DEAL		0.00015625
Unitex Holdings, LLC Leasehold in DSU		0.505208%
ANNA BETH MAGEE		0.00312500
Quirt Energy Resources LLC Leasehold in DSU		0.312500%
TOTAL LEASED MINERAL INTERESTS		98.522073%
<u>Participating Unleased Owner(s)</u>		
Chalfant, Inc.		0.00312500
TOTAL INTEREST OWNED BY NEWFIELD AND PARTNERS IN DSU:		98.834573%

NON-CONSENTING OWNERS

To-Put-Che-Ar 13-12-3-3WH

<u>Unleased Mineral Owner</u>	<u>Address</u>	<u>Mineral Interest</u>
Steven Douglas Knight	20695 East Ida Circle Aurora, CO 80015	0.173612%
Rodney Alan Knight	PO Box 454 Delta Junction, AK 99737	0.173612%
Scott Knight	13775 W. Baltic Drive Lakewood, CO 80228	0.173612%
Michael Gallagher	PO Box 23 Manson, WA 98831	0.198413%
Heirs of Marjorie Iverson c/o Becky J. Stauffer	3 Learig Lane Saint James, MN 56081-1533	0.260417%
Heirs of Varge Celaya c/o Lisa Celaya Prewett	120 Juniper Ave Atwater, CA 95301	0.002790%
Heirs of Varge Celaya c/o Varge Anthony George Celaya	29 Corbett Ct Napa, CA 94558	0.002790%
Heirs of Varge Celaya c/o Jessica Celaya Roberts	6648 W 10030 N Highland, UT 84003	0.002790%
Heirs of Varge Celaya c/o Jason Wayne Celaya	486 W Pacific Dr #3 American Fork, UT 84003	0.002790%
Heirs of Varge Celaya c/o Lance Martin Celaya	9600 Forest Lane #1102 Dallas, TX 75243	0.002790%
Heirs of Varge Celaya c/o Adam Lorr Celaya	663 Stadium Ave Provo, UT 84604	0.002790%
Heirs of Varge Celaya c/o Chelsea Celaya Bell	1202 Sun River Dr Riverton, UT 84065	0.002790%
Heirs of Varge Celaya c/o Jillian Celaya Harding	436 E Blaine Ave Salt Lake City, UT 84115	0.002790%
Alfred Mark Fairbanks	SE 1410 Bishop Blvd Pullman, WA 99163	0.007440%
Heirs of Jo Anne Highsmith c/o Suzan Kedzie	720 N Jackson St Clinton, IL 61727	0.046875%
Heirs of Daniel Wollum	Unknown	0.086806%
Leslie Marie Hunting	Unknown	0.007440%
James Dean Fairbanks	Unknown	0.007440%
Bertha Dean Fairbanks	Unknown	0.007440%

TOTAL NON-CONSENTING OWNERS: 1.165427%

BEFORE THE BOARD OF OIL, GAS AND MINING

DEPARTMENT OF NATURAL RESOURCES

STATE OF UTAH

RECEIVED

JAN 10 2014

DIV. OF OIL, GAS & MINING

IN THE MATTER OF THE REQUEST)
FOR AGENCY ACTION OF)
NEWFIELD PRODUCTION COMPANY)
FOR AN ORDER POOLING ALL)
INTERESTS IN FIVE DRILLING)
UNITS ESTABLISHED BY THE)
BOARD'S ORDERS ENTERED IN)
CAUSES NOS. 139-8 AND 139-90 IN)
SECTIONS 7, 9, AND 28, TOWNSHIP 3)
SOUTH, RANGE 2 WEST, AND)
SECTIONS 8 AND 12, TOWNSHIP 3)
SOUTH, RANGE 3 WEST, U.S.M.,)
DUCHESTER COUNTY)

REQUEST FOR
AGENCY ACTION

Docket No. 2014-_____

Cause No. 139-_____

NEWFIELD PRODUCTION COMPANY, by and through its undersigned attorneys, and pursuant to Utah Code Ann. §§ 40-6-5 and 40-6-6.5, petitions the Board of Oil, Gas and Mining (the "**Board**") for an order pooling all of the interests within five sectional drilling units established by the Board's Orders entered in Causes Nos. 139-8 and 139-90, such drilling units comprising all of Sections 7, 9, and 28, Township 3 South, Range 2 West, and all of Sections 8 and 12, Township 3 South, Range 3 West, U.S.M., Duchesne County, Utah (collectively, the "**Subject Lands**").

In support of its Request for Agency Action ("**Request**"), Newfield Production Company states and represents as follows:

1. Newfield Production Company ("**Newfield**") is a Texas corporation in good standing, having its principal place of business for its Rocky Mountain operations in Denver, Colorado. Newfield is qualified to do and is doing business in Utah.

2. The Board has jurisdiction of the parties and subject matter of the Request, pursuant to Sections 40-6-5 and 40-6-6.5 of the Utah Code.

3. Newfield is an owner of working interests in the Subject Lands.

4. The Subject Lands are subject to that certain Findings of Fact, Conclusions of Law and Order entered by the Board in Cause No. 139-90 on May 9, 2012 (the “**Spacing Order**”), which established sectional (640-acre or substantial equivalent) drilling units for the production of oil, gas, and associated hydrocarbons from the Lower Green River and Wasatch formations (as defined in the Spacing Order and Paragraph 7 herein) beneath certain of the Subject Lands and authorized up to four wells (whether vertical or horizontal) to be drilled in each drilling unit beneath all of the Subject Lands.

5. The minerals within the Subject Lands are owned by the Ute Indian Tribe of the Uintah and Ouray Reservation, the Ute Distribution Corporation, several Indian Allottees, the United States of America, the Utah School and Institutional Trust Lands Administration, and numerous private (fee) owners. Some of the owners have leased their minerals to Newfield or to the other working interest owners. Some of the owners have declined to lease their minerals, and certain other owners are not locatable.

6. The surface estate for some of the Subject Lands has been severed from the mineral estate beneath those lands. The drillsite owner for the Ute Tribal #6-7-3-2W and Ute Tribal #14-9-3-2W Wells is E. Leon Sprouse. The drillsite ownership for the Nickerson #6-28-3-2W Well is the Lorraine L. Nickerson Revocable Trust. The drillsite owner for the Odekirk #11-12-3-3W Well is Richard R. Odekirk. The mineral estate for the Subject Lands beneath the Red Cap #2-8-3-3WH and To-Put-Che-Ar #13-12-3-3WH Wells has not been severed from the mineral estate.

7. The formations that have been unitized for drilling and spacing purposes beneath the Subject Lands are the Lower Green River and Wasatch formations defined as follows (the "Spaced Interval"):

[T]he interval from the top of the Lower Green River formation (TGR₃ marker) to the base of the Green River-Wasatch formations (top of Cretaceous), which base is defined as the stratigraphic equivalent of the Dual Induction Log depths of 16,720 feet in the Shell-Ute 1-18B5 well located in the S½NE¼ of Section 18, Township 2 South, Range 5 West, U.S.M., and 16,970 feet in the Shell-Brotherson 1-11B4 well located in the S½NE¼ of Section 11, Township 2 South, Range 4 West, U.S.M.

8. Newfield has drilled the following wells in the Spaced Interval beneath the Subject Lands (the "Subject Wells"):

- a. Ute Tribal #6-7-3-2W Well located in the SE¼NW¼ of subject Section 7.
- b. Ute Tribal #14-9-3-2W Well located in the SE¼SW¼ of subject Section 9.
- c. Nickerson #6-28-3-2W Well located in the SE¼NW¼ of subject Section 28.
- d. Red Cap #2-8-3-3WH Well whose surface location is in the NW¼NE¼ of subject Section 8 and whose bottomhole location is in the SW¼SE¼ of said Section 8.
- e. Odekirk #11-12-3-3W Well located in the NE¼SW¼ of subject Section 12.
- f. To-Put-Che-Ar #13-12-3-3WH Well whose surface location is located directly south of subject Section 12, in the NW¼NW¼ of adjacent Section 13, Township 3 South, Range 3 West. The To-Put-Che-Ar #13-12 Well will encounter the

Spaced Interval in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of subject Section 12 and its planned bottomhole location is in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 12.

9. Newfield has attempted to enter into leases or voluntary pooling agreements for the development and operation of the five sectional drilling units established by the Board under that certain Order issued on September 20, 1972, by the Board in Cause No. 139-8 and the Spacing Order (hereinafter sometimes, "**Drilling Unit or Units**") with the other locatable owners within the Drilling Units, including owners of the mineral interests in the Drilling Units. Newfield's attempts in this regard have not been totally successful. Newfield is continuing to attempt to reach agreements with the other owners and unleased mineral interest owners regarding voluntary pooling and the leasing of the unleased mineral interests within the Subject Lands.

10. Newfield has mailed (or in the near future will have mailed) or otherwise provided written invitations to the other locatable owners, including the unleased mineral interest owners, in each Drilling Unit to join and participate in the applicable Subject Well located in such applicable Drilling Unit according to their ownership interests, including a detailed Authority for Expenditure for such well. On information and belief, Newfield believes that some owners, including some of the unleased owners do not intend to participate in a Subject Well.

11. Because of the divided nature of the mineral ownership in the Drilling Units and lack of complete voluntary participation by the mineral interest owners in the Subject Wells, it is necessary for the Board to enter an order pooling all of the interests in each subject Drilling Unit to obtain Bureau of Indian Affairs ("**BIA**") approval of communitization agreements covering such Drilling Units. In addition, in order to obtain BIA approval of such communitization agreements, it also is necessary that the Board's pooling order provide that the pooling be made retroactive to the date of first production for the first applicable Subject Well completed as a producing well in a Drilling Unit.

12. Newfield has conducted a thorough title examination of the mineral ownership in the Subject Lands in an effort to identify and locate the owners of those interests. However, not all of the owners are locatable. Newfield's efforts in this regard are continuing and Newfield will report to the Board at or before the hearing regarding the owners who remain unlocatable.

13. In order to facilitate development of the Drilling Units in the absence of a written agreement between Newfield and the other owners within each Drilling Unit, Newfield requests that the Board enter an order pooling all of the interests within each established Drilling Unit for the development and operation of the Drilling Unit and the respective designated Drilling Unit well, and further providing in accordance with Utah Code Ann. § 40-6-6.5:

- a. That operations incident to the drilling of a designated Drilling Unit well upon any part of a Drilling Unit covered by such order shall be deemed for all purposes to be operations upon each separately owned tract in the Drilling Unit.
- b. That the portion of production allocated or applicable to a separately owned tract within any Drilling Unit covered by such order shall, when produced, be deemed for all purposes to have been produced from that tract by a well drilled on it.
- c. That such order provide for the payment of just and reasonable costs incurred in the drilling and operation of the designated Drilling Unit well, including, but not limited to:
 - (i) the costs of drilling, completing, equipping, producing, gathering, transporting, processing, marketing, and storage facilities;
 - (ii) reasonable charges for the administration and supervision of operations; and
 - (iii) other costs customarily incurred in the industry.

- d. That an owner is not liable under such an order for costs or losses resulting from the gross negligence or willful misconduct of the operator.
- e. That if an owner does not elect to participate in the just and reasonable costs incurred and to be incurred in the drilling and operation of the designated Drilling Unit well within a reasonable time following written notice of the opportunity to participate (a "**Non-Consenting Owner**"), then such party shall be entitled to receive, subject to royalty or similar obligations, the share of production of the well applicable to his or her interest in the Drilling Unit after the owners who elect to participate in the just and reasonable costs incurred and to be incurred in the drilling and operation of the designated Drilling Unit well (the "**Consenting Owners**") have recovered from the Non-Consenting Owner's share of production the following amounts less any cash contributions made by the Non-Consenting Owner:
- (i) 100% of the Non-Consenting Owner's share of the cost of surface equipment beyond the wellhead connections;
 - (ii) 100% of the Non-Consenting Owner's share of the estimated cost to plug and abandon the well as determined by the Board;
 - (iii) 100% of the Non-Consenting Owner's share of the cost of operation of the well commencing with first production and continuing until the Consenting Owners have recovered all costs;
 - (iv) 300% (or an amount to be determined by the Board not less than 150% nor greater than 300%) of the Non-Consenting Owner's share of the costs of staking the location, wellsite preparation, rights-of-way, rigging up, drilling, reworking, recompleting, deepening or plugging back, testing and

completing, and the cost of equipment in the well to and including the wellhead connections.

f. That a Non-Consenting Owner's share of the costs specified above is that interest which would have been chargeable to the Non-Consenting Owner had it initially agreed to pay its share of the costs of the well from the commencement of the operations for the well.

g. That if there is any dispute about costs, the Board shall determine the appropriate costs.

h. That such order shall provide for reimbursement to the Consenting Owners for any Non-Consenting Owner's share of the costs out of production from the Drilling Unit attributable to his or her tract and that the Consenting Owners shall own and be entitled to receive, subject to royalty or similar obligations, the share of production attributable to their working interests in the Drilling Unit; and unless he or she has agreed otherwise, his or her proportionate part of the Non-Consenting Owner's share of the production until costs are recovered as provided herein.

i. That if a Non-Consenting Owner's tract is subject to a lease or other contract for oil and gas development, such order shall provide that the Consenting Owners shall pay any royalty interest or other interest in the tract not subject to the deduction of the costs of production from the production attributable to that tract.

j. That if a Non-Consenting Owner's tract is not subject to a lease or other contract for oil and gas development, then such party shall receive as royalty the average landowner's royalty attributable to each tract within such Drilling Unit, said royalty to be paid from production attributable to each such tract until the Consenting Owners have recovered the costs as provided herein.

k. That the operator of the Drilling Unit well shall furnish any Non-Consenting Owner with monthly statements specifying costs incurred, the quantity of oil and gas produced, and the amount of oil and gas proceeds realized from the sale of the production during the preceding month.

l. That when the Consenting Owners have recovered from a Non-Consenting Owner's relinquished interest all of the amounts specified herein, the relinquished interest shall automatically revert to the Non-Consenting Owner. The Non-Consenting Owner shall from that time own the same interest in the designated Drilling Unit well and the production from it, and be liable for the further costs of the operation, as if he or she had participated in the initial drilling and operation. Such costs shall be payable out of production.

m. That in any circumstance where a Non-Consenting Owner has relinquished his or her share of production or at any time fails to take his or her share of production in-kind when he or she is entitled to do so, the Non-Consenting Owner shall be entitled to an accounting of the oil and gas proceeds applicable to his or her relinquished share of production, and payment of the oil and gas proceeds applicable to that share of production not taken in-kind, net of costs.

n. That a reasonable interest charge of the Prime Rate plus 2% (percent) (with "Prime Rate" defined as the prime rate reported by Wells Fargo Bank in Salt Lake City, or, if Wells Fargo Bank ceases to exist or to report a prime rate, then the Prime Rate shall be the prime rate reported by a comparable bank operating in the State of Utah) be imposed on the outstanding costs and expenses.

o. That plugging and abandonment costs based on evidence provided by Newfield at the hearing in this Cause be determined.

p. That all other issues between any Non-Consenting Owners and the Consenting Owners not otherwise expressly addressed in the Board's order be governed by the provisions of the current form of joint operating agreement that governs operations by the Consenting Owners on the Subject Lands or other nearby producing lands.

14. Newfield is prepared to present evidence and testimony in support of its request to pool the nonconsenting owners in the Subject Lands.

15. Newfield believes and therefore states that the requested action will further the statutory objectives of fostering, encouraging, and facilitating the orderly development, production, and utilization of the state's resources in a manner that prevents waste and adequately protects the correlative rights of all affected parties, and is just and reasonable.

WHEREFORE, Newfield respectfully requests the Board to:

A. Set this matter for hearing at the Board's next regularly scheduled hearing to be held on February 26, 2014, to consider approving an order pooling the Drilling Units for the Spaced Interval underlying the Subject Lands as requested herein.

B. Give notice of this Request for Agency Action and the hearing as provided by the laws of the State of Utah and regulations issued pursuant thereto. The names and last known addresses of all persons within the Drilling Units known by Newfield whose legally protected interests in the Subject Lands will be affected by this Request are set forth in the mailing certificate attached to this Request.

C. Conduct a hearing at which Newfield and all interested parties may be allowed to present evidence regarding the pooling of all interests in each Drilling Unit within the Subject Lands and the entry of an order pooling all such interests for the development and operation of such Drilling Unit.

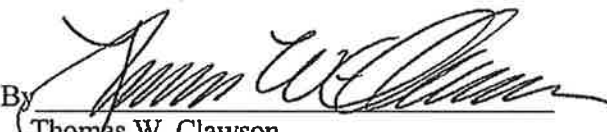
D. Make such findings as it deems necessary in connection with this Request.

E. Enter an order pooling all of the interests in each Drilling Unit within the Subject Lands as requested herein, including that the pooling be made retroactive to the date of first production for the first applicable Subject Well completed as a producing well in a Drilling Unit, and incorporating the provisions set forth in Paragraph 13 hereinabove, in accordance with Utah Code Ann. § 40-6-6.5.

F. Provide such other relief as may be just and proper under the circumstances.

Dated this 10th day of January, 2014,

VAN COTT, BAGLEY, CORNWALL & McCARTHY

By 
Thomas W. Clawson
Attorneys for Petitioner
36 South State Street, Suite 1900
Salt Lake City, Utah 84111
Telephone: (801) 532-3333

Petitioner's Address:

NEWFIELD PRODUCTION COMPANY
1001 Seventeenth Street, Suite 2000
Denver, Colorado 80202

Attention: Shane Gillespie

CERTIFICATE OF MAILING

I hereby certify that on this 10th day of January, 2014, I caused a true and correct copy of the foregoing Request for Agency Action to be served via U.S. Mail, properly addressed with postage prepaid, upon each of the following:


10

Nickerson 6-28-3-2W

Crescent Point Energy U.S. Corp.
Attn: Ryan Waller
555 17th St., Ste. 1800
Denver, CO 80202

Dorothy J Bush
1913 Clermont St.
Denver, CO 80220

William C Linke
4108 Old Town Road
Oklahoma City, OK 73120

E Bruce Linke
8341 SO Upham Way, #104
Littleton, CO 80128-6346

BIA Uintah and Ouray Agency
for Ute Distribution Corporation
PO Box 90605
Prescott, AZ 86304-9114

Ute Indian Tribe
PO Box 3271
Salt Lake City, UT 84110-3271

Moon Brothers, LLC
Karen Moon Peterson, Manager
498 East 900 North
Orem, UT 84097

Robert Eugene Schulte Jr
920 S 500 E, Apt 20
Roosevelt, UT 84066

Christina Shavanaux Shepard
Tina Shepard POA
PO Box 662
Burley, ID 83318-0662

Willmae Shavanaux
PO Box 304
Myton, UT 84052

Milton Gale Larsen and Darlene Larsen JT
317 S 400 E
Saint George, UT 84770-3702

Terry L Scholes
RR 3 Box 3134
Roosevelt, UT 84066-9602

Bennie L Scholes
4774 S 3730 W
Taylorsville, UT 84129-3426

June Richardson
228 E 1864 S
Orem, UT 84058-7839

Kendall L Scholes
3893 State Rd 121
Roosevelt, UT 84066-4737

Rae Ann Alldredge
280 E 500 S
Fillmore, UT 84631-2026

Pauline Poulson
PO Box 267
Rockland, ID 83271-0267

Willamae Hamilton
1216 Wheeler Ave
Hoquiam, WA 98550-1931

Gretchen Fluhart
1650 Darling St
Ogden, UT 84403

Lilija Contos
2560 Buchanan Ave
Ogden, UT 84401

Melinda Pauli
1035 Banbury
Napa, CA 94558

Gregory Lowe
5409 Foot Hills Dr
Berthoud, CO 80513

Liisa Frei
2334 Leda Lane
Santa Clara, UT 84765

Jeffery Lowe
c/o Gretchen Fluhart
1650 Darling St
Ogden, UT 84403

Michael Lowe
25518 W Whyman St
Buckeye, AZ 85326

Gwen Funk Goodrich
Craig Funk POA
2325 Fieldstone
Drammon, ID 32401-5852

Frances E Reynolds
PO Box 1772
Roosevelt, UT 84066

DOI-ONRR BIA Uintah/Ouray AGCY
PO Box 5810
Denver, CO 80217-5810

Johnny L Diaz
420 E 700 S, #11-13
Roosevelt, UT 84066-3403

Edna J Lopez
5535 S 5180 W
Kearns, UT 84118

Jody F Diaz
5191 Silvertip Dr
Kearns, UT 84118

Angela Rose Beltran
3375 W 7800 South, #1421
West Jordan, UT 84088

Paul N Mascarenas
PO Box 203
Ft. Duchesne, UT 84026

Jerry N Mascarenas
175 N 100 W
Tooele, UT 84074

Lorraine L Nickerson Rev TR DTD 5/17/90
PO Box 327
Oakley, UT 84055

Fred J Orr
5040 Acoma Street
Denver, CO 80216

Eddie H Linkeaka Edwin Henry Linke II
PO Box 405
Granby, CO 80446

William F Linke
PO Box 33
Granby, CO 80446

R W Linke LLC
2600 Utica St
Denver, CO 80212-3008

Cal A Linke
32709 Columbia Ranch Rd
Buena Vista, CO 81211

Carle A Linke
32709 Columbia Ranch Rd
Buena Vista, CO 81211

Fred C Schmednecht
605 Wabash Place
Hobart, IN 46342

Elaine M Kane
121 Dwight Avenue
Joliet, IL 60436

Frank Tanner Revocable TR
2310 Pelota
Cortez, CO 81321

Lurene Wilkinson
2912 Oakhurst Dr
Salt Lake City, UT 84108

Lynn Edward Hullinger
2630 Ridgeview Rd
Paris, TX 75460-3323

Carolyn C Mollinet
1941 Tartan Ave
Salt Lake City, UT 84108

Susan C William
460 East 1700 South
Bountiful, UT 84087

Seljac LTD
Diamond Bar X Ranch
5800 Bull Moose Road
Woodland, UT 84036

Thomas E Clyde
Diamond Bar X Ranch
5800 Bull Moose Road
Woodland, UT 84036

Allen E Mecham Family Trust
1459 Yale Avenue
Salt Lake City, UT 84105

Sharon Hullinger Oakes
RT 1 Box 1424
Roosevelt, UT 84066

Leroy Amos Diaz
5535 S 5180 W
Kearns, UT 84118

Norman Lee Kearney
N6357 1323 Street
Prescott, WI 54021

Clara L Biltz
10173 Bolton Court
South Jordan, UT 84095

Cindy Marie Wiser
3516 W Barnfield Way
West Valley City, UT 84119

Kathleen Kearney Beck
N6357 1323 Street
Prescott, WI 54021

Mary Lynn Carey
3516 W Barnfield Way
West Valley City, UT 84119

Stanley Wallin Biltz
3773 S 3520 W
West Valley City, UT 84119

Ryan David Hilkey
5699 W Darle Ave, Apt 8
West Valley City, UT 84128-2619

Travis Hilkey
1566 S 4000 W
Syracuse, UT 84075-6828

Stormie Dawn Hopkins
7402 Church Ranch Blvd, Apt 113
Westminister, CO 80021-5411

Gary Hullinger
934 S Park Row St
Salt Lake City, UT 84105-1716

Kevin Hullinger
PO Box 367
Mona, UT 84645-0367

Richard Paul Hullinger
PO Box 1424
Alturas, CA 96101-1424

Ricky Hullinger
615 S 1200 W
Salt Lake City, UT 84104

Eva M Hullinger
1644 W 500 N
Vernal, UT 84078

Dale C Larsen
410 E Lagoon St.
PO Box 878
Roosevelt, UT 84066-0878

Tony Sam Colunno
4590 Knights Bridge Rd
Taylorsville, UT 84129

Rodney Lee Hilkey
15277 Monaco St.
Brighton, CO 80602

Douglas E Miller
4891 Valkyrie Dr
Boulder, CO 80301

Bruce R Miller
7894 South Locust Court
Centennial, CO 80112

James W Miller
1536 Saltbrush Ridge Road
Highlands Ranch, CO 80126

Antelope ORRI, LLC
2441 High Timbers, Suite 120
The Woodlands, TX 77380

James E Anderson
15304 Willowbrook LN
Morrison, CO 80465-2243

Legends Exploration, L.P.
5851 San Felipe St., Ste. 760
Houston, TX 77057-8015

Keystone Oil & Gas LLC
950 S Garfield St
Denver, CO 80209-5006

Odekirk 11-12-3-3W

Alfred Lynn Fairbanks
8413 Willow Creek Dr
Sandy, UT 84093-1102

Alice Wilcox
1952 Martin Druffel Rd
Colton, WA 99113

Allison Kirk Dale
1457 Canterbury Drive
Salt Lake City, UT 84108

Alvina Hulbert Horton
PO Box 722
Manchester, WA 98353-0722

Anna Beth Magee
106 County Road N Unit 2
Hospers, IA 51238-1003

Annette Kirk Horman
3184 Joyce Drive
Salt Lake City, UT 84109

Antelope ORRI, LLC
2441 High Timbers, Suite 120
The Woodlands, TX 77380

Beverly Gallagher
19609 NE Marine Dr., C7
Portland, OR 97230

Beverly Stern
Jacqueline Roberts AIF
12918 Brooks Lane
Yucaipa, CA 92399

BIA Uintah and Ouray Agency
To-Put-Che-Ar 687 UNC 200-C BIA 6244
988 South 7500 East
Fort Duchesne, UT 84026

Blackmon Family Mineral Trust
PO Box 8072
Horseshoe Bay, TX 78657

Brent Fairbanks Romney
4070 View Park Dr.
Yorba Linda, CA 92886

Bryce Fairbanks
4747 Ichabod Place
Salt Lake City, UT 84117

Carol Wollum
13103 182nd Ave. SE
Snohomish, WA 98290-8629

Cathie Iverson
2005 Covered Wagon Drive
Plano, TX 75074

Cathy Schumacher
6001 187th Ave. E
Bonney Lake, WA 98391-8890

Chalfant, Inc.
PO Box 3123
Midland, TX 79702

Charles R Tierce
401 West Texas Ave., Ste. 425
Midland, TX 79701

Charlotte Anne South
10505 N 178th Ave
Waddell, AZ 85355

Clifford Iverson
13800 Perkinson Dr.
Chester, VA 23836

Craig Gunderson
505 5th Ave. NW, Apt 2
Austin, MN 55912-2374

Crescent Point Energy U S Corp
555 17th St., Ste. 750
Denver, CO 80202-3905

Curtis Benson
8285 210th St.
Cadott, WI 84727-5517

Darrell Wayne Hanson Jr.
12909 Jaymel Ln.
Oklahoma City, OK 73170-6600

David Gallagher
5669 Hwy 30 W
The Dalles, OR 97058

Deborah L Calhoun
317 Milwaukee Blvd. S
Pacific, WA 98047-1318

Debra Kay Hanson Reagan
920 Oak Park Dr.
Choctaw, OK 73020-7558

Debra Wong
3570 Norwalk Place
Fairfield, CA 94534

Dee G. Fairbanks
25 Andora Cir.
Oroville, CA 95966-9511

Dennis W Wollum
7472 Road F SE, TRLR 3
Othello, WA 99344-8604

Donald A. Kirk
2511 E. Park Circle
Salt Lake City, UT 84109

Donald Gallagher
PO Box 60091
Renton, WA 98058

Donald R. Wollum
PO Box 14
Pacific, WA 98047-0014

Douglas Larry Fairbanks
40 E Burgundy Ln.
Midway, UT 84049-6993

Douglas Voy Fairbanks
915 East 2900 North
Logan, UT 84321

Douglas Wayne Romney
2455 Via Sonoma Unit F
Palm Springs, CA 92264

Ellen Deitrick
2631 Creek Arbor Cir.
Houston, TX 77084

Fred Fairbanks
2784 S 2700 E
Salt Lake City, UT 84109-2061

Gary Gunderson
2021 N Slappey Blvd. PMB130
Albany, GA 31701-1001

Gary Paul Wollum
PO Box 14
Pacific, WA 98047

George G Staley
PO Box 1556
Midland, TX 79702

Glen A Snyder
697 S 1550 E
Spanish Fork, UT 84660-2726

Hansen Oil Properties LP
PO Box 291275
Kerrville, TX 78029

James E Anderson
15304 Willowbrook Ln.
Morrison, CO 80465-2243

James F Deal
304 Reservoir Rd.
Beckley, WV 25801

James O. Breene, Jr.
3320 S. Clayton Blvd.
Englewood, CO 80113

Jennie Lynn Romney
1732 Sarazen St.
Beaumont, CA 92223

Jerome Benson
1003 Priddy St.
Bloomer, WI 54724-1345

Joellen Celaya Reardon
PO Box 401
Manila, UT 84046

John Gallagher
PO Box 736
Cle Elum, WA 98922

Jonathan Lee Fairbanks
PO Box 122
Burson, CA 95225

Joseph George Fairbanks
3842 West 5675 South
Roy, UT 84067-8153

Julia P Ochsner
725 N 102ND St.
Seattle, WA 98133

Julie Ann McManis
162 NW 5th St.
Oak Island, NC 28465-6817

Julie Iverson
1318 Brentwood Dr.
Round Lake Beach, IL 60073

Karen Hammerquist
2105 E Kentucky Dr.
Nampa, ID 83651

Katherine Iverson Tollefsrud
19497 Stratford Dr.
Spring Grove, MN 55974

Keystone Oil & Gas LLC
950 S Garfield St.
Denver, CO 80209-5006

Kirt Gunderson Fairbanks
137 Kaulana Way
Honolulu, HI 96821

Legends Exploration, L.P.
5851 San Felipe St., Ste. 760
Houston, TX 77057-8015

Lohua Odekirk
PO Box 796
Hot Springs, MT 59845-0796

Lou Jean Weston
PO Box 84
Cave City, AR 72521

Lynn Fairbanks
12566 S Blacksmith Ln.
Draper, UT 84020-8836

Margie Ruth Ware
1515 E Spring Gate Dr.
Holladay, UT 84117-6893

Marie Papa
3547 Oro Banger Hwy
Oroville, CA 95966

Mark Fairbanks
3123 E La Veta Ave
Orange, CA 92869-5151

Marlene Renee Moore
3766 Gullane Rd.
Eagle Mountain, UT 84005-5154

Marlys Iverson Egge
802 E 3540 S Cir.
St. George, UT 84790

Marva D Taylor
110 Valley View Ct.
Dayton, WA 99328

Mary Elizabeth Woodland
1885 Main St.
Pomeroy, WA 99374-5001

Matthew Benson Sr.
608 W Stacy Ct.
Cadott, WI 54727

Matthew Fairbanks Kirk
1467 Devonshire Drive
Salt Lake City, UT 84108

Max D Odekirk
BRGY IWA ILAYA ILOILO
Pototan 5008 Phillippines

Max Kent Fairbanks
428 Country Club
Stansbury Park, UT 84074-9665

Michael Benson
1902 63rd St.
Eau Claire, WI 54703-6855

Mina Marie Hulbert Atri
1911 NW Sloop PL
Seattle, WA 98117-5607

Newfield Production Company
1001 Seventeenth Street, Suite 2000
Denver, CO 80202

Norma Jean Crockett
1705 W West Ave
Fullerton, CA 92833-3808

Obrien Production Inc.
3000 N Garfield, Ste. 205
Midland, TX 79705-6461

Orin Nelson Romney III
10267 E Watson Dr.
Tucson, AZ 85730

Pat Wells
2895 S Florence Cir.
Salt Lake City, UT 84109-2101

Patrece Mueller
3036 Old Orchard Rd.
Eau Claire, WA 54703-6602

Peggy J Webster Wilson
PO Box 52467
Midland, TX 79710

Preston Fairbanks Kirk
1180 Sunset Hollow Drive
Bountiful, UT 84010

Quirt Energy Resources LLC
PO Box 129
Emmetsburg, IA 50536

Randy Gunderson
1101 S Cherry Ln.
Holmen, WI 54636-8710

Ray and Donna West Living Trust
Earl Ray and Donna F West TTEES
3107 Metz Dr.
Midland, TX 79701

Ren L. Fairbanks
3312 Penzance Ave
Chico, CA 95973-8009

Richard C Odekirk
8902 SW Van Olinda Rd.
Vashon, WA 98070-3923

Richard Fairbanks
6193 W Argo Cir.
Highland, UT 84003-3691

Richard Frank Fairbanks Estate
5155 W Oak Point Drive
Bluffdale, UT 84065

Richard R Odekirk
188 S 800 E
Bountiful, UT 84010

Rinda Colleen Romney
1705 W West Ave.
Fullerton, CA 92833

Robert Alan Lawson
PO Box 695
Florence, TX 76527-0695

Robert James Fairbanks
12410 Overcrest Dr., Apt 1
Yucaipa, CA 92399

Robert L Fairbanks
c/o Sheryl Poulsen
7190 S 2870 E
Salt Lake City, UT 84121-4212

Robert Malaska
6123 21st Ave NE
Tacoma, WA 98422-1366

Roberta Ann Atteridge Wofford
7775 SE Blakeview Dr.
Port Orchard, WA 98366-8515

Ruden Oil Company
PO Box 10909
Midland, TX 79702-7909

Roxann Fairbanks Forbush
1686 E Ensign PL
Cottonwood Heights, UT 84121-4703

Roxanne Iverson Schnitzler
3132 Scenic River Rd.
Decorah, IA 52101-7783

Rueben C Iverson
528 Sklark Dr
Sebring, FL 33875-6232

Rulon B and Mary Lynn F Burningham TR
Mary Lynn Burningham TTEE
4327 S Hidden Quail Cir.
Holladay, UT 84124-3600

Russell Wayne Odekirk
3221 Victory Cir.
Gardnerville, NV 89410-7070

Ruth Ellen Riggs
890 W 3200 S
Nibley, UT 84321-6340

Scott Benson
112 John St.
Chippewa Falls, WI 54729-1323

Seguro Investments LLC
6001 W Industrial Ave.
Midland, TX 79706-2841

Sharon Odekirk
1383 Laird Avenue
Salt Lake City, UT 84105

Sheri Woolley
Box 594
Lucerne Valley, CA 92356

Sparks Tax Free Trust
Nancy K and David Alan Sparks Co-TTEES
4305 N Garfield, Ste. 244
Midland, TX 79705

Spencer Fairbanks Kirk
2595 Haven Lane
Holladay, UT 84117

State of Utah School and Institutional Trust Lands
Administration
LaVonne Garriso
675 East 500 South, Suite 500
Salt Lake City, UT 84102-2818

Steven Jay Lawson
9350 Four Wheel Dr.
Loveland, CO 80537-9630

Sue Borndholdt
PO Box 91
Ostrander, MN 55961-0091

Susann Marie Hanson Nettleton
805 Hickory Dr.
Choctaw, OK 73020-6986

Suzanne Kirk Hawker
2970 Sherwood Drive
Salt Lake City, UT 84108

Tamra L. Hughes
13831 37th Ave. S
Tukwila, WA 98168-4011

Teaonna Morton
Shantel Hurd Morton Guardian
13227 SE 212th Street
Kent, WA 98042

Ted & Denise Fairbanks TR DTD
11/23/99
Sterling & Denise Fairbanks TTEES
1250 Nenneley Road
Paradise, CA 95969

Terese L. Hansen
10864 N 5870 W
Highland, UT 84003-9487

Teri Marek
62 Baldwin Lane
Port Ludlow, WA 98365

Theodore M Fergeson
PO Box 2558
Midland, TX 79702

Theodore R. Evans Trust B UWD 4/25/97
David R. Evans, TTEE
765 Blue Creek Rd.
Clarkesville, GA 30523

Thomas M Fairbanks
1318 Broadmoor Dr. East
Seattle, WA 98112

Thomas M Weinerth
777 Mine Road
Lasqueti Is BC VoR 2J0 Canada

Unitex Holdings LLC
310 W Wall St., Suite 503
Midland, TX 79701

Ute Distribution Corporation
PO Box 696
Roosevelt, UT 84066

Ute Tribe of Uintah and Ouray Indian Reservation
910 South 7500 East
Ft. Duchesne, UT 84026

Van Celaya
488 W Bountiful Way
Saratoga Springs, UT 84045

Veleda C Wells
HCR 65 Box 769
McKinnon, WY 82938

Vicki Jo Parmentier
1733 12th St.
Oroville, CA 95965-3102

Wanda Wollum
5527 Via La Mesa, Unit A
Laguna Woods, CA 92637-6919

Warren Fairbanks Kirk
2511 E. Park Circle
Salt Lake City, UT 84109

William F Roden Bypass Trust
Gerald J Hertel TTEE
Van T Tettleton AIF
PO Box 10909
Midland, TX 79702

William H Odekirk
26041 119th Drive SE
Kent, WA 98030

Richard R Odekirk
188 S 800 E
Bountiful, UT 84010

Steven Douglas Knight
20695 East Ida Circle
Aurora, CO 80015

Rodney Alan Knight
PO Box 454
Delta Junction, AK 99737

Scott Knight
13775 W. Baltic Drive
Lakewood, CO 80228

Michael Gallagher
PO Box 23
Manson, WA 98831

Heirs of Marjorie Iverson
c/o Becky J. Stauffer
3 Learig Lane
Saint James, MN 56081-1533

Heirs of Varge Celaya
c/o Lisa Celaya Prewett
120 Juniper Ave
Atwater, CA 95301

Heirs of Varge Celaya
c/o Varge Anthony George Celaya
29 Corbett Ct.
Napa, CA 94558

Heirs of Varge Celaya
c/o Jessica Celaya Roberts
6648 W 10030 N
Highland, UT 84003

Heirs of Varge Celaya
c/o Jason Wayne Celaya
486 W Pacific Dr., #3
American Fork, UT 84003

Heirs of Varge Celaya
c/o Lance Martin Celaya
9600 Forest Lane, #1102
Dallas, TX 75243

Hairs of Varge Celaya
c/o Adam Lorr Celaya
663 Stadium Ave
Provo, UT 84604

Heirs of Varge Celaya
c/o Chelsea Celaya Bell
1202 Sun River Dr.
Riverton, UT 84065

Heirs of Varge Celaya
c/o Jillian Celaya Harding
436 E Blaine Ave
Salt Lake City, UT 84115

Alfred Mark Fairbanks
SE 1410 Bishop Blvd.
Pullman, WA 99163

Heirs of Joanne Highsmith
c/o Suzan Kedzie
720 N Jackson St.
Clinton, IL 61727

Heirs of Daniel Wollum
Unlocatable

Leslie Marie Hunting
Unlocatable

James Dean Fairbanks
Unlocatable

Bertha Dean Fairbanks
Unlocatable

Red Cap 2-8-3-3WH

Crescent Point Energy U.S. Corp.
Attn: Ryan Waller
55 17th St., Ste. 1800
Denver, CO 80202

Bia Uintah and Ouray Agency
PO Box 90605
Prescott, AZ 86304-9114

Ute Indian Tribe
PO Box 3271
Salt Lake City, UT 84110-3271

4-C Farms, LLC
HC 64 Box 282
Duchesne, UT 84021-9013

Thomas Mullins
130 Bryant St., Apt 117
Ketchikan, AK 99901-5556

Brent Mullins
6616 Tuft Court
West Jordan, UT 84084

Mark Mullins
7120 Mill Creek Rd.
The Dalles, OR 97058-8510

Sali-Kai Smith
1614 61st St.
Seaurn, WA 98092-8605

Marlayne Sinclair
1054 East 560 North
Provo, UT 84606

Sharlee Glenn
116 N 1240 E
Pleasant Grove, UT 84062-2546

Theodore N Baldwin
HC 64 Box 325
Duchesne, UT 84021

Gayle Glenn Gilbert
421 Quincy Street
Twin Falls, ID 83301

Rulon Olsen Gilbert
3255 East 3210 North
Twin Falls, ID 83301

Arlene Gilbert
14388 Road D SE
Othello, WA 99344

1995 Evans Family Trust
1056 W Gates Drive, #61-2
Roosevelt, UT 84066-2614

Marilyn J Holgate
2408 S 10th St. W
Missoula, MT 59801-3249

Alpine Partners
Attn: Richard Bloomfield, CPA
705 S High Ridge Circle
Alpine, UT 84004

Altex Oil Corporation
PO Box 1057
Breckenridge, CO 80424-1057

Rance Rasmussen
2218 W 1000 N
Vernal, UT 84078-8218

Ricky Lynn Nielson
PO Box 57
Maybell, CO 81640-0057

Connie Gilbert
PO Box 881
Huntington, UT 84528-0881

Venice N Mecham
1062 Cranberry Way
Springville, UT 84663-3223

Reay Family Trust DTD 12/19/2008
13037 S Quincee Ct.
Riverton, UT 84065-1805

Robert F Reay
623 Walnut St.
Rock Springs, WY 82901-6136

Ladonna Zeller
326 W 650 N
Vernal, UT 84078-3635

Lisa Webb
PO Box 168
Vernal, UT 84078-0168

Roy Glen Reay
6232 S 9000 E
Jensen, UT 84035

Lana Massey
PO Box 357
Vernal, UT 84078

Nicholas R Reay
9956 Orchard View Dr.
South Jordan, UT 84095-9391

Jake Allen Reay
9956 Orchard View Dr.
South Jordan, UT 84095-9391

Bret Mace
140 W 1400 S
Perry, UT 84302-4185

Janace Nelson
2570 S 900 W
Perry, UT 84302-4162

Diona Perry
508 Highland Blvd.
Brigham City, UT 84302-5514

Theresa Hopes
150 E 750 N, #127
Vernal, UT 84078-1888

Leslie Anne Maxwell
140 N 800 W
Vernal, UT 84078-3816

Bill Young
936 Stringtown Rd.
Midway, UT 84049-6209

John Barry Hacking
2635 W 2700 N
Vernal, UT 84078-9657

Scarlett Frost
520 Hwy 469 N
Florence, MS 39073-8958

Melanie Harrington
416 Meagan Dr.
Sparks, NV 89436-8980

David William Hacking
PO Box 1181
Kemmerer, WY 83101-1181

Clay N Hacking
1444 W 3000 S
Vernal, UT 84078-8838

Barbara A Nielson
344 Riverview Ave.
Craig, CO 81625-3406

Dru O Nielson
177 Big Gulch Ave
Craig, CO 81625-9602

Shane W Rasmussen
851 E 12300 S, Ste. 502
Draper, UT 84020-8263

Rhett T Rasmussen
2271 S 3250 E
Vernal, UT 84078-9157

Darin D Rasmussen
3325 N 78 W
Vernal, UT 84078

Karl Ray Jensen
7766 S Biscayne Dr.
Cottonwood Heights, UT 84121-5310

Lorene S Neal
1620 Whittaker Rd.
Crestwood, KY 40014-9626

Denim Roberts
1402 Madrid Cir.
Portland, TX 78374-2126

Smokey Rasmussen
PO Box 141
Jensen, UT 84035-0141

DOI-ONRR Bia Uintah/Ouray AGCY
PO Box 5810
Denver, CO 80217-5810

Colin Kelly Nielson
1001 Lay Creek Dr.
Craig, CO 81625

Antelope Orri, LLC
2441 High Timbers, Suite 120
The Woodlands, TX 77380

James E Anderson
15304 Willowbrook Ln.
Morrison, Co 80465-2243

Legends Exploration, L.P.
5851 San Felipe St., Ste 760
Houston, TX 77057-8015

Keystone Oil & Gas LLC
950 S Garfield St.
Denver, CO 80209-5006

UT 14-9-3-2W

Alan L. Miller
6331 Hathaway Street
Salt Lake City, UT 84123

Alan Moritz
1101 45th Street
Sacramento, CA 95818

Allen Gines, IND and Agent/AIF for Estate of Myrle
Gines and Jerry N Gines
979 Stewart Hill Drive
Logan, UT 84321

Antelope ORRI, LLC
2441 High Timbers, Suite 120
The Woodlands, TX 77380

Arlene Palmer Smith
8738 W. Mary Ann Drive
Peoria, AZ 85382

Berry Smith
265 Scenic Drive
Loveland, CO 80537

Beth T. Spackman
16 Evergreen Gdn. SW
Calgary AB T2Y 2V9

Brigham Young University
c/o Mineral Development Office
PO Box 7188 University Station
Provo, UT 84602

Carolyn G. Campbell
2477 Cardinal Way
Salt Lake City, UT 84121

Caludia Pat Ross
11857 Holly Street
Grand Terrace, CA 92313

Corp. of the Presiding Bishop of the Church of Jesus
Christ of Latter-Day Saints, a Utah Corp.
50 E North Temple Street, 12th Floor
Salt Lake City, UT 84150

Craig Macfarlane
509 S. Walnut St.
Boise, ID 83712

Dan Moritz
110 West Elden Lookout Road
Flagstaff, AZ 86001

Daniel Sam and Sandra Sam
751-1 North State Road 149
Valparaiso, IN 46385

DeAnn Thomason
139 Apache Drive
Evanston, WY 82930

Derry Ann Moritz
1515 Shasta Dr., #4103
Davis, CA 95616

Emmy Blechmann
Box 184
Sun Valley, ID 83353

Estate of Agnes Smith Knapp
c/o Carol Jean Knapp Barney
1531 W. Cherokee Lane
Stafford, AZ 85446

Estate of Agnes Smith Knapp
c/o Maradel Knapp Brown
2064 W. Washington Ave
Gilbert, AZ 85234

Estate of Agnes Smith Knapp
c/o Erick Knapp
Address Unknown

Estate of Agnes Smith Knapp
c/o Frank Knapp
646 N. 1580
Lehi, UT 84043

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Skyler Smith

Address Unknown

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Kelly Smith

Unknown

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Nolan Smith

Unknown

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Doran Smith

Unknown

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Lance Smith

Unknown

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Carlan Smith

Unknown

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Merrilee Smith

Unknown

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Rawlo Smith

Unknown

Estate of Henry A. Smith
c/o Deril Smith
1616 W. Paradise Lane
Salt Lake City, UT 84123

Estate of Jessie Hutchings Maxwell, Marilyn Miller
Administrator
3591 S. Alta Vista
Salt Lake City, UT 84106

Estate of Ruth Doxey
c/o Tom Walker

Address Unknown

Estate of Ruth Doxey
c/o Wayne Walker

Address Unknown

Estate of Ruth Doxey
c/o Carolyn Olsen

Address Unknown

Estate of Zola T. Rhodes
c/o David Rhodes

Address Unknown

Estate of Zola T. Rhodes
c/o Peggy Rhodes

Address Unknown

Estate of Zola T. Rhodes
c/o Daniel Rhodes

Address Unknown

Estate of Zola T. Rhodes
c/o Doug Rhodes

Address Unknown

Estate of Zola R. Rhodes
c/o Nancy Rhodes

Address Unknown

Gordon Barth Stone, IND & AIF for Dorothy Stone
Est, Et al

Address Unknown

Gwen Stone Drollinger
1086 American Beauty Drive
Salt Lake City, Utah 84117

Harriett Sam
1327 East Castlecrest Dr.
Visalia, CA 93292

Heir of Ernan Smith
c/o Dawn Smith Soger

Address Unknown

Heir of Ernan Smith
c/o Shirley Marie Chapman
1279 E. 600 North Circle N
American Fork, UT 84003

Heir of Ernan Smith
c/o Mary Ann Arrington
5000 S. 1900 W., Unit 40
Roy, UT 84067

Helen T. Beaton
318 Donna Way
Central Point, OR 97502

Isabelle T. Jensen
720 Three Fountains Drive, Unit 78
Murray, UT 84107

Jacqueline Dunigan
8493 Hawthorne Street
Alta Loma, CA 91701

Jacqueline R. Eckhardt
3764 Rouge River Hwy, Spc. #B

James E Anderson
15304 Willowbrook Lane
Morrison, CO 80465

James F. Lemon & LaDonna N. Lemon
Route #2 Box 51
Roosevelt, UT 84066

James L. Anderson
90118 Barton Creek Dr.
Eagle Mountain, UT 84005

James N. Lemon
PO Box 99
Roosevelt, UT 84066

James Patrick Ellis and Helen Mari Ellis
434 Fir Avenue, Apt. #2
Estes Park, CO 80517

Jamie Zimmerman
146 Vadelwood Drive
Sandpoint, ID 83864

Janet Lorraine Russell Collett
1121B East 2900
Hagerman, ID 83332

Jay Randall Russell
12537 Chicken Dinner Road
Caldwell, ID 83607

Jerry K. Lemon
5341 North Morning Gale Way
Boise, ID 83713

Jesse Pederson
387 West 500 North
Vernal, UT 84078

John Lane
PO Box 612
Kechum, ID 83340

John R. Zackrison
1516 Canterbury Drive
Salt Lake City, UT 84108

John Walker
5744 N. Via Umbrosa N
Tucson, AZ 85750

Joseph Sam and Frances Sam
PO Box 351
University, MS 38677

June J. Anderson
294 Whispering Pines Dr.
Hope, ID 83836

Keith D Goates
PO Box 1023
West Jordan, UT 84084

Keystone Oil and Gas, LLC
950 S. Garfield Street
Denver, CO 80209

Kihmn Carter
294 Whispering Pines Dr.
Hope, ID 83836

Laura Macfarlane
2030 Bitterroot Drive
Twin Falls, ID 83301

Lawton Oil & Gas II LLC
6881 S Holly Cir., Ste. 250
Centennial, CO 80112-1145

Lee Stone
1085 American Beauty Drive
Salt Lake City, UT 84116

Legends Exploration
5851 San Felipe Street, Suite 760
Houston, TX 77057

Lennon Becky Smith
1118 Sheila Lane
Pacifica, CA 94044

Lillian F. Smith Et al., Trustees
615 Aloha Road
Salt Lake City, UT 84103

Linda L. Davis
3603 Elwood Circle
Salt Lake City, UT 84106

Loya J. Nebeker
HC 66 Box 7B
Roosevelt, UT 84066

Lyle E. Lemon
119 W. 400 N.
Roosevelt, UT 84066

Lynn Lemon
360 Spring Creek Road
Providence, UT 84332

M&P Family Revocable Trust, Max James
Patry & Patsy Patry, Trustees
Rt. 3 Box 3012
Roosevelt, UT 84066

M. Richard Walker, Trustee
4685 Highland Drive, #202
Salt Lake City, UT 84117

Marcia J. White
PO Box 1026
Roosevelt, UT 84066

Mark L. Bassham
8439 W. Vassar Drive
Lakewood, CO 80227

Mark W. Smith
1340 Crandall Ave
Salt Lake City, UT 84106

Mary Ellen Pugsley
1842 Yale Ave
Salt Lake City, UT 84108

Mary H Goates
821 Coatsville Ave
Salt Lake City, UT 84105

Mary M. Jackson
2970 East 4310 South
Salt Lake City, UT 84124

Nancy Jones
1423 C Street
Eureka, CA 95501

Neil R. Lemon
PO Box 513
Wheeler, TX 79096

Oman Investment Company, A Ltd Part
Lonnie R. Oman
1395 E 1600 S
Mapleton, UT 84664-5305

Pamela J. Gray
PO Box 365
Hope, ID 83836

Patricia C. Lane
PO Box 829
Hailey, ID 83333

Patricia Mae Kress
PO Box 2899
Santa Maria, CA 93457

Pearl Davis Reay, Trustee
PO Box 612
Ashton, ID 83420

Peggy Lemon
Route 2 Box 2176
Roosevelt, UT 84066

Raili Hintze
140 University St.
Salt Lake City, UT 84102

Ralph D. Brinton
7762 Forrest Bend Drive
Salt Lake City, UT 84121

Randy C. Smith
5622 SE Ancona Court
Milwaukie, OR 97267

Richard L. Stimson
c/o Jeff Paoletti
540 Arapeen Drive, Suite 250
Salt Lake City, UT 84108

Ronald L. Schneider
PO Box 757
Indian Hills, CO 80454

Rozel Smith Wooley
11162 North 5550 West
Highland, UT 84003

Sharlyne Tefteller
1087 American Beauty Drive
Salt Lake City, UT 84118

Sheila Pack
3241 S. Garland Way
Lakewood, CO 80227

Sheryl L. Burton, heir of James T. Lemon
PO Box 730039
Talmag, UT 87073

Strasser Investments
2327 Logan Way
Salt Lake City, UT 84108

Susan S. Lane
409 HRD 1250
Whitney, TX 76692

Suzanne Weaver
2532 Maywood Drive
Salt Lake City, UT 84109

Telitha H. Giesler
1205 2nd Avenue
Salt Lake City, UT 84103

Theodora Jane Cocagne
1326 E. Castlecrest Dr.
Visalia, CA 93292

Tyler Yost
1215 NW 95th Street
Seattle, WA 98117

Ute Distribution Corporation
PO Box 696
Roosevelt, UT 84066

Ute Tribe of Uintah and Ouray Indian Reservation
910 South 7500 East
Ft. Duchesne, UT 84026

Virginia Menlove
Pers Rep of Richard D Ruckebrod Est.
1146 Harvard Avenue
Salt Lake City, UT 84105

William M. Moore
789 East 7800 South
Midvale, UT 84047

DOI-ONRR BIA Uintah/Ouray Agcy. (126692)
J YUMPUTS 687 MUNC539 BIA 5996
PO Box 5810
Denver, CO 80217-5810

DOI-ONRR BIA Uintah/Ouray Agcy. (126696)
Poker Jack 687 MUNC561 BIA 5968
PO Box 5810
Denver, CO 80217-5810

DOI-ONRR BIA Uintah/Ouray Agcy (126721)
ARRAPPO Heirs 687 MUNC175-C BIA 6177
PO Box 5810
Denver, CO 80217-5810

DOI-ONRR BIA Uintah/Ouray Agcy (127610)
ARRAPPO 687 MUNC 208 BIA 5941
PO Box 5810
Denver, CO 80217-5810

To-Put-Che-Ar
13-12-3-3W

Alfred Lynn Fairbanks
8413 Willow Creek Drive
Sandy, Utah 84093-1102

Alice Wilcox
1952 Martin Druffel Rd
Colton, WA 99113

Allison Kirk Dale
1457 Canterbury Drive
Salt Lake City, Utah 84108

Alvina Hulbert Horton
PO Box 722
Manchester, WA 98353-0722

Anna Beth Magee
106 County Road N Unit 2
Hospers, IA 51238-1003

Annette Kirk Horman
3184 Joyce Drive
Salt Lake City, Utah 84109

Antelope Orri, LLC
2441 High Timbers, Suite 120
The Woodlands, TX 77380

Beverly Gallagher
19609 NE Marine Dr C7
Portland, OR 97230

Beverly Stern
Jacqueline Roberts AIF
12918 Brooks Lane
Yucaipa, CA 92399

BIA Uintah and Ouray Agency
TO-PUT-CHE-AR 687
UNC 200-C BIA 6244
988 South 7500 East
Fort Duchesne, UT 84026

Blackmon Family Mineral Trust
PO Box 8072
Horseshoe Bay, TX 78657

Brent Fairbanks Romney
4070 View Park Drive
Yorba Linda, CA 92886

Bryce Fairbanks
4747 Ichabod Place
Salt Lake City, Utah 84117

Carol Wollum
13103 182ND Ave SE
Snohomish, WA 98290-8629

Cathie Iverson
2005 Covered Wagon Drive
Plano, TX 75074

Cathy Schumacher
6001 187th Ave E
Bonney Lake, WA 98391-8890

Chalfant, Inc.
PO Box 3123
Midland, TX 79702

Charles R Tierce
401 West Texas Ave Ste 425
Midland, TX 79701

Charlotte Anne South
10505 N 178th Ave
Waddell, AZ 85355

Clifford Iverson
13800 Perkinson Dr
Chester, VA 23836

Craig Gunderson
505 5th Ave NW Apt 2
Austin, MN 55912-2374

Crescent Point Energy US Corp
555 17th St Ste 750
Denver, CO 80202-3905

Curtis Benson
8285 210th St
Cadott, WI 54727-5517

Darrell Wayne Hanson Jr
12909 Jaymel Ln
Oklahoma City, OK 73170-6600

David Gallagher
5669 Hwy 30 W
The Dalles, OR 97058

Deborah L Calhoun
317 Milwaukee Blvd S
Pacific, WA 98047-1318

Debra Kay Hanson Reagan
920 Oak Park Dr
Choctaw, OK 73020-7558

Debra Wong
3570 Norwalk Place
Fairfield, CA 94534

Dee G. Fairbanks
25 Andora Cir
Oroville, CA 95966-9511

Dennis W Wollum
7472 Road F SE TRLR 3
Othello, WA 99344-8604

Donald A. Kirk
2511 E. Park Circle
Salt Lake City, Utah 84109

Donald Gallagher
P O Box 60091
Renton, WA 98058

Donald R Wollum
PO Box 14
Pacific, WA 98047-0014

Douglas Larry Fairbanks
40 E Burgundy LN
Midway, UT 84049-6993

Douglas Voy Fairbanks
915 East 2900 North
Logan, UT 84321

Douglas Wayne Romney
2455 Via Sonoma Unit F
Palm Springs, CA 92264

Ellen Deitrick
2631 Creek Arbor Cir
Houston, TX 77084

Fred Fairbanks
2784 S 2700 E
Salt Lake City, UT 84109-2061

Gary Gunderson
2021 N Slappey Blvd PMB 130
Albany, GA 31701-1001

Gary Paul Wollum
PO Box 14
Pacific, WA 98047

George G Staley
PO Box 1556
Midland, TX 79702

Glen A Snyder
697 S 1550 E
Spanish Fork, UT 84660-2726

Hansen Oil Properties LP
PO Box 291275
Kerrville, TX 78029

James E Anderson
15304 Willowbrook Ln
Morrison, CO 80465-2243

James F Deal
304 Reservoir Rd
Beckley, WV 25801

James O. Breene, Jr.
3320 S. Clayton Blvd
Englewood, CO 80113

Jennie Lynn Romney
1732 Sarazen St
Beaumont, CA 92223

Jerome Benson
1003 Priddy St
Bloomer, WI 54724-1345

Joellen Celaya Reardon
P O Box 401
Manila, UT 84046

John Gallagher
PO Box 736
Cle Elum, WA 98922

Jonathan Lee Fairbanks
PO Box 122
Burson, CA 95225

Joseph George Fairbanks
3842 West 5675 South
Roy, Utah 84067-8153

Julia P Ochsner
725 N 102nd St
Seattle, WA 98133

Julie Ann McManis
162 NW 5th St
Oak Island, NC 28465-6817

Julie Iverson
1318 Brentwood Dr
Round Lake Beach, IL 60073

Karen Hammerquist
2105 E Kentucky Dr
Nampa, ID 83651

Katherine Iverson Tollefsrud
19497 Stratford Dr
Spring Grove, MN 55974

Keystone Oil & Gas LLC
950 S Garfield St
Denver, CO 80209-5006

Kirt Gunderson Fairbanks
137 Kaulana Way
Honolulu, HI 96821

Legends Exploration, L.P.
5851 San Felipe St Ste 760
Houston, TX 77057-8015

Lohua Odekirk
PO Box 796
Hot Springs, MT 59845-0796

Lou Jean Weston
P O Box 84
Cave City, AR 72521

Lynn Fairbanks
12566 S Blacksmith Ln
Draper, UT 84020-8836

Margie Ruth Ware
1515 E Spring Gate Dr
Holladay, UT 84117-6893

Marie Papa
3547 Oro Banger Hwy
Oroville, CA 95966

Mark Fairbanks
3123 E La Veta Ave
Orange, CA 92869-5151

Marlene Renee Moore
3766 Gullane Rd
Eagle Mountain, UT 84005-5154

Marlys Iverson Egge
802 E 3540 S Cir
St. George, UT 84790

Marva D Taylor
110 Valley View Ct
Dayton, WA 99328

Mary Elizabeth Woodland
1885 Main St
Pomeroy, WA 99374-5001

Matthew Benson Sr
608 W Stacy Ct
Cadott, WI 54727

Matthew Fairbanks Kirk
1467 Devonshire Drive
Salt Lake City, UT 84108

Max D Odekirk
Brgy Iwa Llaya Iloilo
Pototan 5008
Philippines

Max Kent Fairbanks
428 Country Club
Stansbury Park, UT 84074-9665

Michael Benson
1902 63rd St
Eau Claire, WI 54703-6855

Mina Marie Hulbert Atri
1911 NW Sloop Pl
Seattle, WA 98117-5607

Newfield Production Company
1001 Seventeenth Street
Suite 2000
Denver, CO 80202

Norma Jean Crockett
1705 W West Ave
Fullerton, CA 92833-3808

Obrien Production Inc
3000 N Garfield Ste 205
Midland, TX 79705-6461

Orin Nelson Romney III
10267 E Watson Dr
Tucson, AZ 85730

Pat Wells
2895 S Florence Cir
Salt Lake City, UT 84109-2101

Patrece Mueller
3036 Old Orchard Rd
Eau Claire, WA 54703-6602

Peggy J Webster Wilson
PO Box 52467
Midland, TX 79710

Preston Fairbanks Kirk
1180 Sunset Hollow Drive
Bountiful, UT 84010

Quirt Energy Resources LLC
PO Box 129
Emmetsburg, IA 50536

Randy Gunderson
1101 S Cherry Ln
Holmen, WI 54636-8710

Ray and Donna West Living Trust
Earl Ray and Donna F West TTEES
3107 Metz Dr
Midland, TX 79701

Ren L. Fairbanks
3312 Penzance Ave
Chico, CA 95973-8009

Richard C Odekirk
8902 SW Van Olinda Rd
Vashon, WA 98070-3923

Richard Fairbanks
6193 W Argo Cir
Highland, UT 84003-3691

Richard Frank Fairbanks Estate
5155 W Oak Point Drive
Bluffdale, UT 84065

Richard D Odekirk
188 S 800 E
Bountiful, UT 84010

Rinda Colleen Romney
1705 W West Ave
Fullerton, CA 92833

Robert Alan Lawson
PO Box 695
Florence, TX 76527-0695

Robert James Fairbanks
12410 Overcrest Dr Apt 1
Yucaipa, CA 92399

Robert L Fairbanks
c/o Sheryl Poulsen
7190 S 2870 E
Salt Lake City, UT 84121-4212

Robert Malaska
6123 21st Ave NE
Tacoma, WA 98422-1366

Roberta Ann Atteridge Wofford
7775 SE Blakeview Dr
Port Orchard, WA 98366-8515

Roden Oil Company
PO Box 10909
Midland, TX 79702-7909

Roxann Fairbanks Forbush
1686 E Ensign Pl
Cottonwood Heights, UT 84121-4703

Roxanne Iverson Schnitzler
3132 Scenic River Rd
Decorah, IA 52101-7783

Rueben C Iverson
528 Sklark Dr
Sebring, FL 33875-6232

Rulon B and Mary Lynn F Burningham TR
Mary Lynn Burningham TTEE
4327 S Hidden Quail Cir
Holladay, UT 84124-3600

Russell Wayne Odekirk
3221 Victory Cir
Gardnerville, NV 89410-7070

Ruth Ellen Riggs
890 W 3200 S
Nibley, UT 84321-6340

Scott Benson
112 John St
Chippewa Falls, WI 54729-1323

Seguro Investments LLC
6001 W Industrial Ave
Midland, TX 79706-2841

Sharon Odekirk
1383 Laird Avenue
Salt Lake City, UT 84105

Sheri Woolley
Box 594
Lucerne Valley, CA 92356

Sparks Tax Free Trust
Nancy K and David Alan Sparks CO-TTEES
4305 N Garfield Ste 244
Midland, TX 79705

State of Utah School and Institutional Trust
Lands Administration
LaVonne Garrison
675 East 500 South, Suite 500
Salt Lake City, UT 84102-2818

Spencer Fairbanks Kirk
2595 Haven Lane
Holladay, UT 84117

Steven Jay Lawson
9350 Four Wheel Dr
Loveland, CO 80537-9630

Sue Borndholdt
PO Box 91
Ostrander, MN 55961-0091

Susann Marie Hanson Nettleton
805 Hickory Dr
Choctaw, OK 73020-6986

Suzanne Kirk Hawker
2970 Sherwood Drive
Salt Lake City, UT 84108

Tamra L. Hughes
13831 37th Ave S
Tukwila, WA 98168-4011

Teaonna Morton
Shantel Hurd-Morton Guardian
13227 SE 212th Street
Kent, WA 98042

Ted & Denise Fairbanks TR
DTD 11/23/99
Sterling & Denise Fairbanks TTEES
1250 Nunneley Road
Paradise, CA 95969

Terese L. Hansen
10864 N 5870 W
Highland, UT 84003-9487

Teri Marek
62 Baldwin Lane
Port Ludlow, WA 98365

Theodore M Fergeson
PO Box 2558
Midland, TX 79702

Theodore R. Evans Trust B
UWD 4/25/97
David R. Evans, TTEE
765 Blue Creek Rd
Clarkesville, GA 30523

Thomas M Fairbanks
1318 Broadmoor Dr East
Seattle, WA 98112

Thomas M Weinerth
777 Mine Road
Lasqueti IS BC V0R 2J0
CANADA

Unitex Holdings LLC
310 W Wall St Suite 503
Midland, TX 79701

Ute Distribution Corporation
PO Box 696
Roosevelt, UT 84066

Ute Tribe of Uintah and
Ouray Indian Reservation
910 South 7500 East
Ft. Duchesne, UT 84026

Van Celaya
488 W Bountiful Way
Saratoga Springs, UT 84045

Veleda C Wells
HCR 65 Box 769
McKinnon, WY 82938

Vicki Jo Parmentier
1733 12th St
Oroville, CA 95965-3102

Wanda Wollum
5527 Via La Mesa Unit A
Laguna Woods, CA 92637-6919

Warren Fairbanks Kirk
2511 E. Park Circle
Salt Lake City, Utah 84109

William F Roden Bypass Trust
Gerald J Hertel TTEE
Van T Tettleton AIF
PO Box 10909
Midland, TX 79702

William H Odekirk
26041 119th Drive SE
Kent, WA 98030

BIA Uintah and Ouray Agency
TO-PUT-CHE-AR 687
MUNC 200-D BIA 6038
988 South 7500 East
Fort Duchesne, UT 84026

Steven Douglas Knight
20695 East Ida Circle
Aurora, CO 80015

Rodney Alan Knight
PO Box 454
Delta Junction, AK 99737

Scott Knight
13775 W. Baltic Drive
Lakewood, CO 80228

Michael Gallagher
PO Box 23
Manson, WA 98831

Heirs of Marjorie Iverson
c/o Becky J. Stauffer
3 Learig Lane
Saint James, MN 56081-1533

Heirs of Varge Celaya
c/o Lisa Celaya Prewett
120 Juniper Ave
Atwater, CA 95301

Heirs of Varge Celaya
c/o Varge Anthony George Celaya
29 Corbett Ct
Napa, CA 94558

Heirs of Varge Celaya
c/o Jessica Celaya Roberts
6648 W 10030 N
Highland, UT 84003

Hairs of Varge Celaya
c/o Jason Wayne Celaya
486 W Pacific Dr #3
American Fork, UT 84003

Heirs of Varge Celaya
c/o Lance Martin Celaya
9600 Forest Lane #1102
Dallas, TX 75243

Heirs of Varge Celaya
c/o Adam Lorr Celaya
663 Stadium Ave
Provo, UT 84604

Heirs of Varge Celaya
c/o Chelsea Celaya Bell
1202 Sun River Dr
Riverton, UT 84065

Heirs of Varge Celaya
c/o Jillian Celaya Harding
436 E Blaine Ave
Salt Lake City, Ut 84115

Alfred Mark Fairbanks
SE 1410 Bishop Blvd
Pullman, WA 99163

Heirs of Joanne Highsmith
c/o Suzan Kedzie
720 N Jackson St
Clinton, IL 61727

Heirs of Daniel Wollum

Unlocatable

Leslie Marie Hunting

Unlocatable

James Dean Fairbanks

Unlocatable

Bertha Dean Fairbanks

Unlocatable

UT 6-7-3-2W

Alan Miller
6331 Hathaway Street
Salt Lake City, Utah 84123

Alan Moritz
1100 45th Street
Sacramento, CA 95819-3719

Antelope ORRI, LLC
2441 High Timbers Suite 120
The Woodlands, TX 77380

Arlene Palmer Smith
8738 W. Mary Ann Drive
Peoria, AZ 85382

Berry Smith
265 Scenic Drive
Loveland, CO 80537

Beth T. Spackman
16 Evergreen Gdn. SW
Calgary AB T2Y 2V9

BIA Uintah and Ouray Agency
988 South 7500 East
Fort, UT 84026

Brigham Young University
c/o Mineral Development
P.O. Box 7188 University
Provo, UT 84602

Bureau of Land Management
PO Box 45155
Salt Lake City, UT 84145

Claudia Pat Ross
11857 Holly Street
Grand Terrace, CA 92313

Clement Fuller Tebbs
4885 South 900 East Suite 208
Salt Lake City, UT 84117

Cloyd D. Goates Estate
Mary H. Goates & Keith D. Goates,
Co-Personal Reps
PO Box 1023
West Jordan, UT 84084

Cloyd D. Goates Estate
c/o Linda L. Davis
PO Box 1023
West Jordan, UT 84084

Cloyd D. Goates Estate
c/o Carolyn G. Campbell
PO Box 1023
West Jordan, UT 84084

Craig Macfarlane
409 S. Walnut St.
Boise, ID 83712

Crescent Point Energy US Corp
555 17th St Ste 750
Denver, CO 80202-3905

Dan Moritz
318 West Birch Avenue Suite 4
Flagstaff, AZ 86001-4407

Daniel Sam and Sandra Sam
756-1 North State Road 149
Valparaiso, IN 46385

David Ryan Fox
3260 Mohawk Lane
Provo, UT 84605

Deann L. Thomason
139 Apache Drive
Evanston, WY 82930

Derry Ann Moritz
1515 Shasta Drive #4103
Davis, CA 95616

E. Leon Sprouse
PO Box 315
Neola, UT 84053

Elaine T. Fox
3259 Mohawk Lane
Provo, UT 84604

Estate of Agnes Smith Knapp
c/o Carol Jean Knapp Barney
1531 W. Cherokee Lane
Stafford, AZ 85446

Estate of Agnes Smith Knapp
c/o Maradel Knapp Brown
2064 E. Washington Ave
Gilbert, AZ 85234

Estate of Agnes Smith Knapp
c/o Erick Knapp

UNKNOWN

Estate of Agnes Smith Knapp
c/o Frank Knapp
646 N. 1580
Lehi, UT 84043

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Skyler Smith

UNKNOWN

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Kelly Smith

UNKNOWN

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Nolan Smith

UNKNOWN

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Doran Smith

UNKNOWN

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Lance Smith

UNKNOWN

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Carlan Smith

UNKNOWN

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Merrilee Smith

UNKNOWN

Estate of Ernan H. Smith, Heirs of Renee Smith
c/o Rawlo Smith

UNKNOWN

Estate of Henry A. Smith
c/o Deril Smith
1616 W. Paradise Lane
Salt Lake City, UT 84123

Estate of Ruth Doxey
c/o Carolyn Olsen

UNKNOWN

Estate of Ruth Doxey
c/o Tom Walker

UNKNOWN

Estate of Ruth Doxey
c/o Wayne Walker

UNKNOWN

Estate of Zola T. Rhodes
c/o David Rhodes

UNKNOWN

Estate of Zola T. Rhodes
c/o Peggy Rhodes

UNKNOWN

Estate of Zola T. Rhodes
c/o Daniel Rhodes

UNKNOWN

Estate of Zola T. Rhodes
c/o Doug Rhodes

UNKNOWN

Estate of Zola T. Rhodes
c/o Nancy Rhodes

UNKNOWN

Frances Sam, Indiv & Heir to Joseph Sam Estate
83 CR 317
Oxford, MS 38655

Frederick H. Blechmann & Clarice E. Blechmann
Emmy Blechmann
13406 State Highway 75
Ketchum, ID 83353

Harriet Sam
1327 East Castlecrest Dr
Visalia, CA 93292

Helen Beaton
318 Donna Way
Central Point, OR 97502

Isabelle T. Jensen, Heir of Sara
720 Three Fountains Unit 78
Murray, UT 84107-5252

Jacqueline R. Eckhardt
3764 Rouge River Hwy Spc #B
Grant Pass, OR 97527

James E. Anderson
15304 Willowbrook Ln
Morrison, CO 80465-2243

James L. Anderson
9018 Barton Creek Dr.
Eagle Mountain, UT 84005

James N. Lemon
PO Box 99
Roosevelt, UT 84066

James Patrick Ellis and Helen
434 Fir Avenue Apt #2
Estes Park, CO 80517

Jamie Zimmerman
146 Vadelwood Drive
Sandpoint, ID 83864

Jerry K Lemon
5341 North
Boise, ID 83713-1447

Jesse Pederson, IND & TRE
387 West 500 North
Vernal, UT 84078

John E. Lawton and Amy S
2850 Classic Drive #1106
Littleton, CO 80126-5080

John Lane
P.O. Box 612
Ketchum, ID 83340

John Walker
5744 N. Via Umbrosa N
Tucson, AZ 85750

Josephine C. Fullmer Trust
Clem Fullmer, TRSTE
2595 Mount Crest Drive
Salt Lake City, UT 84109-4026

June J. Anderson
294 Whispering Pines Dr
Hope, ID 83836

Keystone Oil and Gas, LLC
950 S Garfield St
Denver, CO 80209-5006

Kihmn Carter
294 Whispering Pines Dr
Hope, ID 83836

Laura Macfarlane Twiss
2030 Bitterroot Drive
Twin Falls, ID 83301

Legends Explorations LP
5851 San Felipe St Ste 760
Houston, TX 77057-8015

Lennon B. Smith aka Becky Smith
1118 Sheila Lane
Pacifica, CA 94044

Loya J. Nebeker, INDIV & HEIR to
James F. Lemon & Madonna N.
HC 66 Box 7B
Roosevelt, UT 84066

Lyle E. Lemon
119 W. 400 N.
Roosevelt, UT 84066

Lynn Lemon
360 Spring Creek Road
Providence, UT 84332

Marcia J. White
PO Box 1026
Roosevelt, UT 84066

Mark W. Smith
1340 Crandall Ave
Salt Lake City, UT 84106

Mary Ellen H. Pugsley
1842 Yale Avenue
Salt Lake City, UT 84108

Mary M. Jackson
2970 East 4310 South
Salt Lake City, UT 84124

Michael Jordan Fox
4185 Rennellwood Way
Pleasanton, CA 84604

Neil R Lemon
PO Box 513
Wheeler, TX 79096

Oman Investment Company, A
Lonnie R. Oman
1395 E 1600 S
Mapleton, UT 84664-5305

Pamela Bills fka Pamela Gray
294 Whispering Pines Dr
Hope, ID 83836

Patricia C. Lane
P.O. Box 892
Hailey, ID 83333

Patricia M. Kress
P.O. Box 2899
Santa Maria, CA 93457

Peggy Lemon
Route 2 Box 2176
Roosevelt, UT 84066

Rail Hintze
140 University St.
Salt Lake City, UT 84102

Ralph D. Brinton
7762 Forrest Bend Drive
Salt Lake City, UT 84121

Randy Smith
5622 SE Ancona Court
Milwaukie, OR 97267

Richard L. Stimon
c/o Jeff Paoletti
540 Arapeen Drive Suite 250
Salt Lake City, UT 84108

Ronald Schneider
5315 Jessamine Street
Bellaire, TX 77401-3924

Rozel Smith Woolley
11162 North 5550 West
Highland, UT 84003

Sheila Pack
3241 S. Garland Way
Lakewood, CO 80227

Sheryl L Burton
PO Box 730039
Talmage, UT 87073

Strasser Investments
2327 Logan Way
Salt Lake City, UT 84108

Susan S. Lane
409 HCR 1250
Whitney, TX 76692

Suzanne H. Weaver
2532 Maywood Drive
Salt Lake City, UT 84109

Telitha H. Giesler
1205 2nd Avenue
Salt Lake City, UT 84103

The Restated Mary K. Zackrison Inter Vivos
Trust dated 10/30/00
Mary K. Zackrison, Trustee
895 South Donner Circle # C
Salt Lake City, UT 84108

Tyler Yost
1215 NW 95th Street
Seattle, WA 98117

Ute Distribution Corporation
PO Box 696
Roosevelt, UT 84066

Ute Tribe of Uintah and
Ouray Indian Reservation
910 South 7500 East
Ft. Duchesne, UT 84026

Virginia Menlove
Pers Rep of Richard D. Ruckebrod Est
1146 Harvard Avenue
Salt Lake City, UT 84105

William W. Moore
789 East 7800 South
Midvale, UT 84047

Melissa Thompson

5-A

**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF AGNES S. KNAPP**

Robert N. Miller II personally appeared before me, being duly sworn, deposes and says:

1. My name is Robert N. Miller II. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the UT 6-7-3-2W and the UT 14-9-3-2W, Newfield requisitioned title attorneys for the preparation of Title Opinions covering lands in Township 3 South, Range 2 West, Sections 7 and 9, Duchesne County, Utah.
3. Said Title Opinions have identified Agnes S. Knapp as an unleased mineral owner in the aforementioned lands. Newfield requested its lease broker to search for Agnes S. Knapp, or any potential Heirs and/or Devisees for the purpose of leasing the subject mineral interest.
4. Newfield, through its lease broker, identified the names of five potential heirs of Agnes S. Knapp: Donald E. Knapp, Frank Knapp, Eric Knapp, Carol Jean Knapp Barney, and Maradel Knapp Brown. All attempts to locate and obtain leases from the potential heirs were unsuccessful.
5. Based on the unsuccessful results of Newfield's extensive search, Newfield has deemed Agnes S. Knapp as unlocatable.

FURTHER AFFIANT SAYETH NOT.



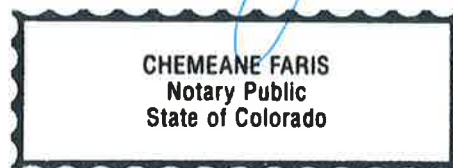
STATE OF COLORADO §
 §
COUNTY OF DENVER §

Subscribed and sworn to before me this 9th day of January, 2014.



NOTARY PUBLIC

My Commission Expires: 12.14.15



**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF SARA I. TANNER**

Robert N. Miller II personally appeared before me, being duly sworn, deposes and says:

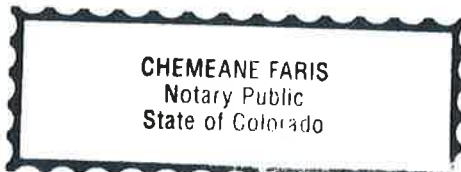
1. My name is Robert N. Miller II. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the UT 6-7-3-2W and the UT 14-9-3-2W, Newfield requisitioned title attorneys for the preparation of Title Opinions covering lands in Township 3 South, Range 2 West, Sections 7 and 9, Duchesne County, Utah.
3. Said Title Opinions have identified Sara I. Tanner as an unleased mineral owner in the aforementioned lands. Newfield requested its lease broker to search for Sara I. Tanner, or any potential Heirs and/or Devises for the purpose of leasing the subject mineral interest.
4. Newfield, through its lease broker, identified the names of several potential heirs of Sara I. Tanner: Isabelle T. Jensen, Ruth Doxey, Carolyn Olsen, Tom Walker, Wayne Walker, John Walker, Zola T. Rhodes, David Rhodes, Peggy Rhodes, Daniel Rhodes, Doug Rhodes, Nancy Rhodes, Beth T. Spackman, and Helen T. Beaton.
5. Newfield was successful in obtaining leases from John Walker, Beth T. Spackman, and Helen T. Beaton, who are believed to be heirs of Sara I. Tanner. However, all other attempts to locate and obtain leases from Sara I. Tanner's remaining potential heirs were unsuccessful.
6. Based on the unsuccessful results of Newfield's extensive search, Newfield has deemed Sara I. Tanner as unlocatable.


FURTHER AFFIANT SAYETH NOT.



STATE OF COLORADO §
 §
COUNTY OF DENVER §

Subscribed and sworn to before me this 9th day of January, 2014.





NOTARY PUBLIC

My Commission Expires: 12.14.15

**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF ERNAN H. SMITH**

Robert N. Miller II personally appeared before me, being duly sworn, deposes and says:

1. My name is Robert N. Miller II. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the UT 6-7-3-2W and the UT 14-9-3-2W, Newfield requisitioned title attorneys for the preparation of Title Opinions covering lands in Township 3 South, Range 2 West, Sections 7 and 9, Duchesne County, Utah.
3. Said Title Opinions have identified Ernan H. Smith as an unleased mineral owner in the aforementioned lands. Newfield requested its lease broker to search for Ernan H. Smith, or any potential Heirs and/or Devisees for the purpose of leasing the subject mineral interest.
4. Newfield, through its lease broker, identified the names of several potential heirs of Ernan H. Smith: Ernan Young Smith, Dawn Smith Soger, Shirley Marie Chapman, Mary Ann Arrington, Mary K. Smith, Mary Ann Young Smith, Renee Dotson Smith, Skyler Smith, Kelly Smith, Nolan Smith, Doran Smith, Lance Smith, Rawlo Smith, and Carlan Smith. However, all attempts to locate and obtain leases from the potential heirs were unsuccessful.
5. Based on the unsuccessful results of Newfield's extensive search, Newfield has deemed Ernan H. Smith as unlocatable.

FURTHER AFFIANT SAYETH NOT.



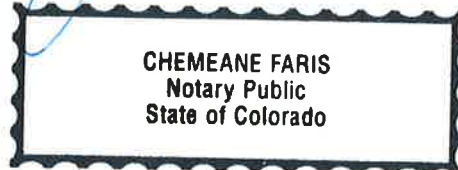
STATE OF COLORADO §
 §
COUNTY OF DENVER §

Subscribed and sworn to before me this 9th day of January, 2014.



NOTARY PUBLIC

My Commission Expires: 12.14.15



VIA UPS
TRACKING # 1Z897F543647377825



January 14, 2014

Estate of Agnes S. Knapp
c/o Carol Jean Knapp Barney
1531 W. Cherokee Lane
Stafford, Arizona 85446

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mrs. Barney,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating

the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.


A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,


Robert N. Miller II
Landman

_____ Carol Jean Knapp Barney will grant a lease to Newfield Production Company.

_____ Carol Jean Knapp Barney will participate in the UT 14-9-3-2W well.

_____ Carol Jean Knapp Barney will participate in the UT 6-7-3-2W well.

_____ Carol Jean Knapp Barney will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543646601397



January 14, 2014

Craig MacFarlane
509 S. Walnut Street
Boise, Idaho 83712

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mr. MacFarlane,

Newfield Production Company (“Newfield”) has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield’s desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby “pooling” your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Craig MacFarlane will grant a lease to Newfield Production Company.

_____ Craig MacFarlane will participate in the UT 14-9-3-2W well.

_____ Craig MacFarlane will participate in the UT 6-7-3-2W well.

_____ Craig MacFarlane will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543646309927



January 14, 2014

Estate of Henry A. Smith
c/o Deril Smith
1616 W. Paradise Lane
Salt Lake City, Utah 84123

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mr. Smith,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating

the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Deril Smith will grant a lease to Newfield Production Company.

_____ Deril Smith will participate in the UT 14-9-3-2W well.

_____ Deril Smith will participate in the UT 6-7-3-2W well.

_____ Deril Smith will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543648449595



January 14, 2014

Frederick H. Blechmann & Clarice R. Blechmann
c/o Emmy Blechmann
13406 State Highway 75
Ketchum, Idaho 83353

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Ms. Blechmann,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating

the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Emmy Blechmann will grant a lease to Newfield Production Company.

_____ Emmy Blechmann will participate in the UT 14-9-3-2W well.

_____ Emmy Blechmann will participate in the UT 6-7-3-2W well.

_____ Emmy Blechmann will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543648569518



January 14, 2014

Estate of Agnes S. Knapp
c/o Frank Knapp
646 N. 1580
Lehi, Utah 84043

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mr. Knapp,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating

the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rnmill@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Frank Knapp will grant a lease to Newfield Production Company.

_____ Frank Knapp will participate in the UT 14-9-3-2W well.

_____ Frank Knapp will participate in the UT 6-7-3-2W well.

_____ Frank Knapp will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543647027542

NEWFIELD



January 14, 2014

Estate of Sara I. Tanner
c/o Isabelle T. Jensen
720 Three Fountains Drive, Unit 78
Murray, Utah 84107-5252

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Ms. Jensen,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating

the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rnmillier@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Isabelle T. Jensen will grant a lease to Newfield Production Company.

_____ Isabelle T. Jensen will participate in the UT 14-9-3-2W well.

_____ Isabelle T. Jensen will participate in the UT 6-7-3-2W well.

_____ Isabelle T. Jensen will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543646476756

NEWFIELD



January 14, 2014

Jerry K. Lemon
5341 North Morning Gale Way
Boise, Idaho 83713-1447

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mr. Lemon,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Jerry K. Lemon will grant a lease to Newfield Production Company.

_____ Jerry K. Lemon will participate in the UT 14-9-3-2W well.

_____ Jerry K. Lemon will participate in the UT 6-7-3-2W well.

_____ Jerry K. Lemon will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543648167569

NEWFIELD



January 14, 2014

Laura MacFarlane Twiss
2030 Bitter Root Drive
Twin Falls, Idaho 83301

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mrs. Twiss,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Laura MacFarlane Twiss will grant a lease to Newfield Production Company.

_____ Laura MacFarlane Twiss will participate in the UT 14-9-3-2W well.

_____ Laura MacFarlane Twiss will participate in the UT 6-7-3-2W well.

_____ Laura MacFarlane Twiss will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA USPS
TRACKING # EM756551564

NEWFIELD



January 14, 2014

E. Leon Sprouse
PO Box 315
Neola, Utah 84053

Newfield Exploration Company

1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mr. Sprouse,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rnmill@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ E. Leon Sprouse will grant a lease to Newfield Production Company.

_____ E. Leon Sprouse will participate in the UT 14-9-3-2W well.

_____ E. Leon Sprouse will participate in the UT 6-7-3-2W well.

_____ E. Leon Sprouse will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543647946602

NEWFIELD



January 14, 2014

Estate of Agnes S. Knapp
c/o Maradel Knapp Brown
2064 E. Washington Ave
Gilbert, Arizona 85234

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mrs. Brown,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating

the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Maradel Knapp Brown will grant a lease to Newfield Production Company.

_____ Maradel Knapp Brown will participate in the UT 14-9-3-2W well.

_____ Maradel Knapp Brown will participate in the UT 6-7-3-2W well.

_____ Maradel Knapp Brown will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA USPS
TRACKING # EM756551578

NEWFIELD



January 14, 2014

Neil R. Lemon
PO Box 513
Wheeler, Texas 79096

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mr. Lemon,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rnmill@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Neil R. Lemon will grant a lease to Newfield Production Company.

_____ Neil R. Lemon will participate in the UT 14-9-3-2W well.

_____ Neil R. Lemon will participate in the UT 6-7-3-2W well.

_____ Neil R. Lemon will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543647035971

NEWFIELD



January 14, 2014

Ronald Schneider
5315 Jessamine Street
Bellaire, Texas 77401-3924

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

UT 6-7-3-2W
Township 3 South – Range 2 West
Section 7
Duchesne County, Utah

Dear Mr. Schneider,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well, as a vertical well in the SESW of Section 9, and the UT 6-7-3-2W well, as a vertical well in the SENW of Section 7.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, and the UT 6-7-3-2W well impacts the entirety of Section 7, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in both the UT 14-9-3-2W and the UT 6-7-3-2W wells.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W and UT 6-7-3-2W wells, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W and UT 6-7-3-2W wells, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W and UT 6-7-3-2W wells carry much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W and UT 6-7-3-2W wells, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Ronald Schneider will grant a lease to Newfield Production Company.

_____ Ronald Schneider will participate in the UT 14-9-3-2W well.

_____ Ronald Schneider will participate in the UT 6-7-3-2W well.

_____ Ronald Schneider will neither lease, nor participate in the UT 14-9-3-2W and UT 6-7-3-2W wells.

By: _____

Name: _____

Date: _____

5-B

VIA UPS
TRACKING # 1Z897F543648577983

NEWFIELD



January 14, 2014

John R. Zackrison
c/o Mary K. Zackrison
895 South Donner Circle
Salt Lake City, Utah 84108

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

Dear Mr. Zackrison,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well as a vertical well in the SESW of Section 9.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the UT 14-9-3-2W well.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W well, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W well, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W well, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ John R. Zackrison will grant a lease to Newfield Production Company.

_____ John R. Zackrison will participate in the UT 14-9-3-2W well.

_____ John R. Zackrison will neither lease, nor participate in the UT 14-9-3-2W well.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F543646205619

NEWFIELD



January 14, 2014

Lillian F. Smith, J Fish Smith, Menlo F. Smith, as Trustees
for Lillian Smith
c/o Lillian F. Smith
615 Aloha Road
Salt Lake City, Utah 84103

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

Dear Mrs. Smith,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well as a vertical well in the SESW of Section 9.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the UT 14-9-3-2W well.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W well, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W well, including your proportionate share of estimated total cost is attached.

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Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W well, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rnmillier@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Lillian F. Smith will grant a lease to Newfield Production Company.

_____ Lillian F. Smith will participate in the UT 14-9-3-2W well.

_____ Lillian F. Smith will neither lease, nor participate in the UT 14-9-3-2W well.

By: _____

Name: _____

Date: _____

VIA USPS
TRACKING # EM756551581

NEWFIELD



January 14, 2014

Pearl Davis Reay
Pearl Davis Reay Family Living Trust
PO Box 612
Ashton, Idaho 83420

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

Dear Mrs. Reay,

Newfield Production Company ("Newfield") has drilled and completed the UT 14-9-3-2W well as a vertical well in the SESW of Section 9.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the UT 14-9-3-2W well.

Newfield has attempted to contact you on several occasions regarding Newfield's desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W well, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby "pooling" your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W well, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W well, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rmiller@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ Pearl Davis Reay will grant a lease to Newfield Production Company.

_____ Pearl Davis Reay will participate in the UT 14-9-3-2W well.

_____ Pearl Davis Reay will neither lease, nor participate in the UT 14-9-3-2W well.

By: _____

Name: _____

Date: _____

VIA UPS
TRACKING # 1Z897F542548602028

NEWFIELD



January 14, 2014

M. Richard Walker
Verne H. Eliason Family Trust
4685 Highland Drive #202
Salt Lake City, Utah 84117

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Unleased Mineral Interest
UT 14-9-3-2W
Township 3 South – Range 2 West
Section 9

Dear Mr. Walker,

Newfield Production Company (“Newfield”) has drilled and completed the UT 14-9-3-2W well as a vertical well in the SESW of Section 9.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the UT 14-9-3-2W well impacts the entirety of Section 9, inclusive of the lands in which you own a mineral interest. However, the subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the UT 14-9-3-2W well.

Newfield has attempted to contact you on several occasions regarding Newfield’s desire to lease the subject mineral interest, and as of the date of this letter, Newfield has been unable to lease the subject mineral interest.

If you execute a lease, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 14th, 2014.

Otherwise, in order to share in production from the UT 14-9-3-2W well, you must participate as an unleased working interest owner. This will require you to: (1) enter into an operating agreement with Newfield, thereby “pooling” your interest and (2) paying your proportionate share of the costs of drilling, completing, and operating the well. The estimated total cost to drill and complete the UT 14-9-3-2W well, including your proportionate share of estimated total cost is attached.

A proposed operating agreement is also included for your review. If you elect to participate in either or both wells, please mark where indicated below, execute the operating agreement where indicated, and return it to me at the address above.

Please be aware that the UT 14-9-3-2W well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, Newfield expects to be compensated for its additional assumed risk. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 14th, 2014. If Newfield does not receive your response by February 14th, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the UT 14-9-3-2W well, and Newfield will commence with compulsory pooling proceedings.

If you have any questions, please do not hesitate to contact me at 303-382-4466, or rnmill@newfield.com.

Sincerely,



Robert N. Miller II
Landman

_____ M. Richard Walker will grant a lease to Newfield Production Company.

_____ M. Richard Walker will participate in the UT 14-9-3-2W well.

_____ M. Richard Walker will neither lease, nor participate in the UT 14-9-3-2W well.

By: _____

Name: _____

Date: _____

5-C

**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF THE ESTATE OF STEVEN HULLINGER**

Shane Gillespie personally appeared before me, being duly sworn, deposes and says:

1. My name is Shane Gillespie. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the Nickerson 6-28-3-2W, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 2 West, Section 28, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion identified the Estate of Steven Hullinger as a mineral owner in the aforementioned lands. In February 2012, Newfield requested its lease broker search for heirs to the Estate of Steven Hullinger for the purpose of leasing his mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate the heirs to the Estate of Steven Hullinger and obtained affidavits identifying those heirs to be: Joseph W. Hullinger, deceased; Alfred D. Hullinger, deceased; Steven D. Hullinger, deceased; Mary Etta Hullinger Pace, deceased; Donna Rose Hullinger Evans, deceased; and Philecty Hullinger, deceased. Further research resulted in the location of, and lease agreements with, the purported heirs of Alfred D. Hullinger.
5. No further information was available as to any possible heirs of the individuals identified as heirs to the Estate of Steven Hullinger.
6. Based on the unsuccessful results of our extensive research, Newfield has deemed the remaining unleased heirs to the Estate of Steven Hullinger to be unlocatable for purposes of Newfield's Request for Agency Action concerning the Compulsory Pooling of all interests in Section 28, Township 3 South, Range 2 West, U.S.M.

FURTHER AFFIANT SAYETH NOT.



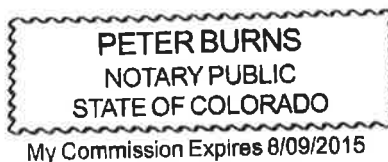
STATE OF COLORADO }
 }
COUNTY OF DENVER }

Subscribed and sworn to before me this 7th day of January, 2014.



NOTARY PUBLIC

My Commission Expires:



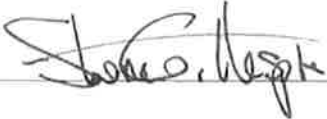
5-D

**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF THOMAS A. JUDD AND ETHEL JUDD**

Shane Gillespie personally appeared before me, being duly sworn, deposes and says:

1. My name is Shane Gillespie. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the Red Cap 2-8-3-3WH, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 3 West, Section 8, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion identified Thomas A. Judd and Ethel Judd as mineral owners in the aforementioned lands. In February 2013, Newfield requested its lease broker search for Thomas A. Judd and Ethel Judd for the purpose of leasing their mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate Thomas A. Judd and Ethel Judd. While several individuals with similar names were located, none purported to have knowledge of either the whereabouts of Thomas A. Judd and Ethel Judd, or any possible disposition of their interests in Section 8, Township 3 South, Range 3 West, Duchesne County, Utah.
5. Based on the unsuccessful results of our extensive research, Newfield has deemed Thomas A. Judd and Ethel Judd to be unlocatable for purposes of Newfield's Request for Agency Action concerning the Compulsory Pooling of all interests in in Section 8, Township 3 South, Range 3 West, Duchesne County, Utah.

FURTHER AFFIANT SAYETH NOT.



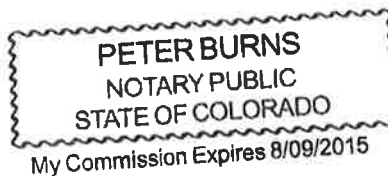
STATE OF COLORADO }
 }
COUNTY OF DENVER }

Subscribed and sworn to before me this 7th day of January, 2014.



NOTARY PUBLIC

My Commission Expires:



5-E

NEWFIELD



VIA UPS GROUND
TRACKING # 1Z897F540347196350

January 9, 2014

Steven Douglas Knight
20695 East Ida Circle
Aurora, CO 80015

Newfield Exploration Company

1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Re: Odekirk 11-12-3-3W
Township 3 South, Range 3 West
Section 12: All
Duchesne County, Utah

Mr. Knight,

I am writing to follow up on my letter dated November 5, 2013 (copy attached) in which Newfield Production Company ("Newfield") proposed you participate in the drilling and completion of the Odekirk 11-12-3-3W well.

A short chronology of our previous efforts to lease your interest is warranted. Newfield or its agents have been attempting to lease your minerals since March of 2013. We sent a formal lease offer to you in the mail on March 29, 2013 and have made additional follow up inquiries. Nevertheless, as of the date of this letter, Newfield has not been able to obtain a lease covering your mineral interest under the captioned lands.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionally reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below, return to my attention, and I will promptly provide you with a conforming lease form.

Otherwise, in order to share in production from the Odekirk 11-12-3-3W well, you must participate as an unleased working interest owner. This will be required you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. The 1.11 net mineral acres owned by you would translate into a 0.173611% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$4,025,038.00, of which your participation share would be \$6,988.00. A proposed operating agreement was sent to you in the previous AFE packed mailed to you November 5, 2013. If you elect this option, please mark where indicated below, execute the enclosed AFE and operating agreement where indicated, and return it to me along

with a check for your AFE'd share of costs with this letter. If you have misplaced or need it resent to you, we can provide you with a new original copy.

If you do not agree to participate as outlined above, please sign and mark where indicated below and the interests in which you hold under the spacing unit will be subject to the non-consent penalties set forth under Utah Code Ann. §40-6-6.5, as promulgated by the Utah Board of Oil, Gas and Mining (the "Board").

As the subject well has already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the Odekirk 11-12-3-3W well.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169 or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company

_____ I will participate in the Odekirk 11-12-3-3W well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will not participate in the Odekirk 11-12-3-3W well.

By: _____

Name: _____

Date: _____

NEWFIELD



**VIA USPS EXPRESS MAIL
TRACKING # EM 756551618**

January 9, 2014

Rodney Alan Knight
P.O. Box 454
Delta Junction, AK 99737

Newfield Exploration Company

1001 17th Street | Suite 2000

Denver, Colorado 80202

PH 303-893-0102 | FAX 303-893-0103

Re: Odekirk 11-12-3-3W
Township 3 South, Range 3 West
Section 12: All
Duchesne County, Utah

Mr. Knight,

I am writing to follow up on my letter dated November 5, 2013 (copy attached) in which Newfield Production Company ("Newfield") proposed you participate in the drilling and completion of the Odekirk 11-12-3-3W.

A short chronology of our previous efforts to lease your interest is warranted. Newfield or its agents have been attempting to lease your minerals since March of 2013. We sent a formal lease offer to you in the mail on March 29, 2013 and have made additional follow up inquiries. Nevertheless, as of the date of this letter, Newfield has not been able to obtain a lease covering your mineral interest under the captioned lands.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionally reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below, return to my attention, and I will promptly provide you with a conforming lease form.

Otherwise, in order to share in production from the Odekirk 11-12-3-3W well, you must participate as an unleased working interest owner. This will be required you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. The 1.11 net mineral acres owned by you would translate into a 0.173611% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$4,025,038.00, of which your participation share would be \$6,988.00. A proposed operating agreement was sent to you in the previous AFE package mailed to you November 5, 2013. If you elect this option, please mark where indicated below, execute the enclosed AFE and operating agreement where indicated, and return it to me along

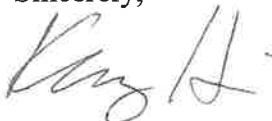
with a check for your AFE'd share of costs with this letter. If you have misplaced or need it resent to you, we can provide you with a new original copy.

If you do not agree to participate as outlined above, please sign and mark where indicated below and the interests in which you hold under the spacing unit will be subject to the non-consent penalties set forth under Utah Code Ann. §40-6-6.5, as promulgated by the Utah Board of Oil, Gas and Mining (the "Board").

As the subject well has already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the Odekirk 11-12-3-3W well.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169 or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company

_____ I will participate in the Odekirk 11-12-3-3W well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will not participate in the Odekirk 11-12-3-3W well.

By: _____

Name: _____

Date: _____

NEWFIELD



VIA UPS GROUND
TRACKING # 1Z897F540346703160

January 9, 2014

Scott Knight
13775 W. Baltic Drive
Lakewood, CO 80228

Newfield Exploration Company

1001 17th Street | Suite 2000

Denver, Colorado 80202

PH 303-893-0102 | FAX 303-893-0103

Re: Odekirk 11-12-3-3W
Township 3 South, Range 3 West
Section 12: All
Duchesne County, Utah

Mr. Knight,

I am writing to follow up on my letter dated November 5, 2013 (copy attached) in which Newfield Production Company ("Newfield") proposed you participate in the drilling and completion of the Odekirk 11-12-3-3W.

A short chronology of our previous efforts to lease your interest is warranted. Newfield or its agents have been attempting to lease your minerals since March of 2013. We sent a formal lease offer to you in the mail on March 29, 2013 and have made additional follow up inquiries. Nevertheless, as of the date of this letter, Newfield has not been able to obtain a lease covering your mineral interest under the captioned lands.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionally reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below, return to my attention, and I will promptly provide you with a conforming lease form.

Otherwise, in order to share in production from the Odekirk 11-12-3-3W well, you must participate as an unleased working interest owner. This will be required you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. The 1.11 net mineral acres owned by you would translate into a 0.173611% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$4,025,038.00, of which your participation share would be \$6,988.00. A proposed operating agreement was sent to you in the previous AFE package mailed to you November 5, 2013. If you elect this option, please mark where indicated below, execute the enclosed AFE and operating agreement where indicated, and return it to me along

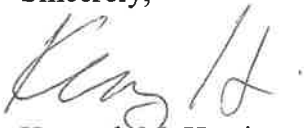
with a check for your AFE'd share of costs with this letter. If you have misplaced or need it resent to you, we can provide you with a new original copy.

If you do not agree to participate as outlined above, please sign and mark where indicated below and the interests in which you hold under the spacing unit will be subject to the non-consent penalties set forth under Utah Code Ann. §40-6-6.5, as promulgated by the Utah Board of Oil, Gas and Mining (the "Board").

As the subject well has already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the Odekirk 11-12-3-3W well.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169 or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company

_____ I will participate in the Odekirk 11-12-3-3W well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will not participate in the Odekirk 11-12-3-3W well.

By: _____

Name: _____

Date: _____

NEWFIELD



**VIA USPS EXPRESS MAIL
TRACKING # EM 756551621**

Newfield Exploration Company

1001 17th Street | Suite 2000

Denver, Colorado 80202

PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Michael Gallagher
P.O. Box 23
Manson, WA 98831

Re: Odekirk 11-12-3-3W
Township 3 South, Range 3 West, USM
Section 12: All
Duchesne County, Utah

Dear Mr. Gallagher,

Newfield Production Company ("Newfield") drilled and completed the Odekirk 11-12-3-3W well as a vertical well in the NESW of Section 12, establishing production from the Wasatch formation. As established by the Order of the Utah Board of Oil, Gas, and Mining entered on the 9th of May, 2012 in Cause No. 139-90, this well impacts the entirety of Section 12, inclusive of the lands in which you own the minerals. However, your interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the Odekirk 11-12-3-3W well.

A short chronology of our previous efforts to lease your interest is warranted. You have been contacted several times regarding Newfield's desire to lease. You have responded and informed Newfield's agent that you are not interested in executing an oil and gas lease. Our last lease offer was sent to you on January 3, 2014. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below and sign and return the lease previously sent to you January 3, 2014. If you have misplaced or need it resent to you, we can provide you with a new original copy.

Otherwise, in order to share in production from the Odekirk 11-12-3-3W well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. The 1.269843 net minerals acres owned by you would translate into a 0.198413% interest in the well. As you can see by the attached cost estimate, the projected cost

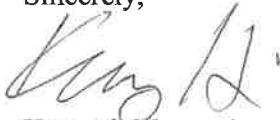
to drill and complete this well is \$4,025,038.00, of which your participation share would be \$7,986.00. A proposed operating agreement is attached for your review. If you elect this option, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for your AFE'd share of costs with this letter.

Please be aware that the Odekirk 11-12-3-3W well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for this risk, which we are willing to undertake but you are not. Your decision will greatly impact your ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

As the subject well have already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the Odekirk 11-12-3-3W well and we will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company.

_____ I will participate in the Odekirk 11-12-3-3W well. The executed joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will neither lease nor participate in the Odekirk 11-12-3-3W well.

By: _____

Name: _____

Title: _____

Date: _____

NEWFIELD



VIA UPS NEXT DAY AIR
TRACKING # 1Z897F540146747573

Newfield Exploration Company

1001 17th Street | Suite 2000

Denver, Colorado 80202

PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Heirs of Marjorie Iverson
c/o Becky J. Stauffer
3 Learig Lane
Saint James, MN 56081-1533

Re: Odekirk 11-12-3-3W
Township 3 South, Range 3 West, USM
Section 12: All
Duchesne County, Utah

Dear Mrs. Stauffer,

Newfield Production Company ("Newfield") drilled and completed the Odekirk 11-12-3-3W well as a vertical well in the NESW of Section 12, establishing production from the Wasatch formation. As established by the Order of the Utah Board of Oil, Gas, and Mining entered on the 9th of May, 2012 in Cause No. 139-90, this well impacts the entirety of Section 12, inclusive of the lands in which you own the minerals. However, your interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the Odekirk 11-12-3-3W well.

A short chronology of our previous efforts to lease your interest is warranted. Newfield and/or its agents have been trying to lease the subject interest since May 2012. You have been contacted several times regarding Newfield's desire to lease. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 10, 2014.

Otherwise, in order to share in production from the Odekirk 11-12-3-3W well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. Your estimated mineral interest would translate into a 0.260417% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete

this well is \$4,025,038.00, of which your participation share would be \$10,482.00. A proposed operating agreement is attached for your review. If you elect this option, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for you AFE'd share of costs with this letter.

Please be aware that the Odekirk 11-12-3-3W well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for this risk, which we are willing to undertake but you are not. Your decision will greatly impact your ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

As the subject well have already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the Odekirk 11-12-3-3W well and we will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company.

_____ I will participate in the Odekirk 11-12-3-3W well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will neither lease nor participate in the Odekirk 11-12-3-3W well.

By: _____

Name: _____

Title: _____

Date: _____

NEWFIELD



To: See attached address list

January 9, 2014

Re: Unleased Mineral Interest
Odekirk 11-12-3-3W
Township 3 South – Range 3 West
Sections 12
Duchesne County, Utah

Newfield Exploration Company

1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Dear Heirs of Varge Celaya,

Newfield Production Company ("Newfield") has drilled and completed the captioned well as a vertical well in the NESW of Section 12, establishing production from the Wasatch formation.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the Odekirk 11-12-3-3W well impacts the entirety of Section 12, inclusive of the lands in which you own a mineral interest. However, your subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the Odekirk 11-12-3-3W well.

A short chronology of our previous efforts to lease your mineral interest is warranted. We sent out mailout letters to lease on November 20, 2012. We have made additional follow up inquiries and have received verbal agreement that you intend to lease us your minerals. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are still willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 10, 2014.

Otherwise, in order to share in production from the Odekirk 11-12-3-3W, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with Newfield, thereby "pooling" your interest and (3) paying your proportionate share of the costs of drilling, completing, and operating the well. Your estimated mineral interest would translate into a 0.022321% interest in the Odekirk 11-12-3-3W well. As you can see by the attached cost estimate, the projected cost to drill and complete the Odekirk 11-12-3-3W well is \$4,025,038.00 of which your participation share would be \$898.00.

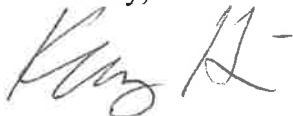
A proposed operating agreement is included for your review. If you elect to participate in the well, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for the total AFE'd share of costs for the wells in which you elect to participate.

Please be aware that the Odekirk 11-12-3-3W well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for the additional assumed risk Newfield must undertake. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If Newfield does not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the Odekirk 11-12-3-3W well, and Newfield will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ Heirs of Varge Celaya will grant a lease to Newfield Production Company.

_____ Heirs of Varge Celaya will participate in the Odekirk 11-12-3-3W well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ Heirs of Varge Celaya will neither lease, nor participate in the Odekirk 11-12-3-3W well.

By: _____

Name: _____

Date: _____

Address list:

Lisa Celaya Prewitt
120 Juniper Ave
Atwater, CA 95301

VIA UPS

Tracking #1Z 897 F54 01 4742 5589

Jillian Celaya Harding
436 E Blaine Ave
Salt Lake City, UT 84115

VIA UPS

Tracking #1Z 897 F54 01 4677 6452

Varge Anthony George Celaya
29 Corbett Ct
Napa, CA 94558

VIA UPS

Tracking #1Z 897 F54 01 4799 3199

Jessica Celaya Roberts
6648 W 10030 N
Highland, UT 84003

VIA UPS

Tracking #1Z 897 F54 01 4746 6400

Jason Wayne Celaya
486 W Pacific Drive #3
American Fork, UT 84003

VIA UPS

Tracking #1Z 897 F54 01 4822 1216

Lance Martin Celaya
9600 Forest Lane #1102
Dallas, TX 75243

VIA UPS

Tracking #1Z 897 F54 01 4759 3620

Adam Lorr Celaya
663 Stadium Ave
Provo, UT 84604

VIA UPS

Tracking #1Z 897 F54 01 4747 9638

Chelsea Celaya Bell
1202 Sun River Dr
Riverton, UT 84065

VIA UPS

Tracking #1Z 897 F54 01 4893 5240

NEWFIELD



VIA UPS NEXT DAY AIR
TRACKING # 1Z897F540148179264

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Alfred Mark Fairbanks
SE 1410 Bishop Blvd
Pullman, WA 99163

Re: Odekirk 11-12-3-3W
Township 3 South, Range 3 West, USM
Section 12: All
Duchesne County, Utah

Dear Mr. Fairbanks,

Newfield Production Company ("Newfield") drilled and completed the Odekirk 11-12-3-3W well as a vertical well in the NESW of Section 12, establishing production from the Wasatch formation. As established by the Order of the Utah Board of Oil, Gas, and Mining entered on the 9th of May, 2012 in Cause No. 139-90, this well impacts the entirety of Section 12, inclusive of the lands in which you own the minerals. However, your interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the Odekirk 11-12-3-3W well.

A short chronology of our previous efforts to lease your interest is warranted. You have been contacted several times regarding Newfield's desire to lease. Lease offers were sent to you in the mail October 24, 2013 and again on November 20, 2013. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below and sign and return the lease previously sent to you November 20, 2013. If you have misplaced or need it resent to you, we can provide you with a new original copy.

Otherwise, in order to share in production from the Odekirk 11-12-3-3W well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. Your estimated mineral interest would translate into a 0.007440% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$4,025,038.00, of which your participation share would be \$299.00. A proposed

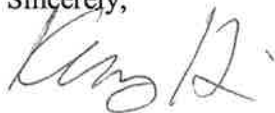
operating agreement is attached for your review. If you elect this option, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for you AFE'd share of costs with this letter.

Please be aware that the Odekirk 11-12-3-3W well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for this risk, which we are willing to undertake but you are not. Your decision will greatly impact your ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

As the subject well have already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the Odekirk 11-12-3-3W well and we will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company.

_____ I will participate in the Odekirk 11-12-3-3W well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will neither lease nor participate in the Odekirk 11-12-3-3W well.

By: _____

Name: _____

Title: _____

Date: _____

NEWFIELD



VIA UPS NEXT DAY AIR
TRACKING # 1Z897F540146279678

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Heirs of Jo Anne Highsmith
c/o Suzan Kedzie
720 N Jackson St
Clinton, IL 61727

Re: Odekirk 11-12-3-3W
Township 3 South, Range 3 West, USM
Section 12: All
Duchesne County, Utah

Dear Mrs. Kedzie,

Newfield Production Company ("Newfield") drilled and completed the Odekirk 11-12-3-3W well as a vertical well in the NESW of Section 12, establishing production from the Wasatch formation. As established by the Order of the Utah Board of Oil, Gas, and Mining entered on the 9th of May, 2012 in Cause No. 139-90, this well impacts the entirety of Section 12, inclusive of the lands in which you own the minerals. However, your interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the Odekirk 11-12-3-3W well.

A short chronology of our previous efforts to lease your interest is warranted. You have been contacted several times regarding Newfield's desire to lease. A lease offer was sent to you in the mail October 15, 2013 and follow up inquiries were made. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below and sign and return the lease previously sent to you October 15, 2013. If you have misplaced or need it resent to you, we can provide you with a new original copy.

Otherwise, in order to share in production from the Odekirk 11-12-3-3W well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. Your estimated mineral interest would translate into a 0.046875% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete

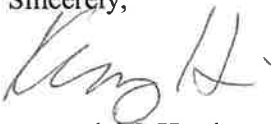
this well is \$4,025,038.00, of which your participation share would be \$1,887.00. A proposed operating agreement is attached for your review. If you elect this option, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for you AFE'd share of costs with this letter.

Please be aware that the Odekirk 11-12-3-3W well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for this risk, which we are willing to undertake but you are not. Your decision will greatly impact your ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

As the subject well have already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the Odekirk 11-12-3-3W well and we will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company.

_____ I will participate in the Odekirk 11-12-3-3W well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will neither lease nor participate in the Odekirk 11-12-3-3W well.

By: _____

Name: _____

Title: _____

Date: _____

**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF THE HEIRS OF DANIEL WOLLUM**

Kenneth Harris personally appeared before me, being duly sworn, deposes and says:

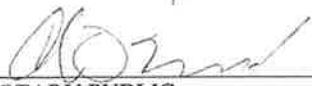
1. My name is Kenneth Harris. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the Odekirk 11-12-3-3W, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 3 West, Section 12, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion has identified the Heirs of Esther Dean Iverson as a mineral owner in the aforementioned lands whereby through additional research Newfield has established the Heirs of Daniel Wollum as an Heir of Esther Dean Iverson and thus a mineral owner in the aforementioned lands. In May 2012, Newfield requested its lease broker search for the Heirs of Daniel Wollum for the purpose of leasing his mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate the Heirs of Daniel Wollum using the following sites: Social Security Death Index, People Finder, 411, People Search, People Lookup, Family Search, and many others.
5. Said internet search revealed Daniel Wollum may have died in 2010. However, all attempts were unsuccessful in locating Daniel Wollum or any potential Heirs and/or Devises.
6. Based on the unsuccessful results of our extensive search, Newfield has deemed the Heirs of Daniel Wollum to be unlocatable.

FURTHER AFFIANT SAYETH NOT.



STATE OF COLORADO §
 §
COUNTY OF DENVER §

Subscribed and sworn to before me this 9th day of January, 2014.



NOTARY PUBLIC

My Commission Expires:




**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF JAMES DEAN FAIRBANKS**

Kenneth Harris personally appeared before me, being duly sworn, deposes and says:

1. My name is Kenneth Harris. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the Odekirk 11-12-3-3W, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 3 West, Section 12, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion has identified the Heirs of Marvin V. Fairbanks as a mineral owner in the aforementioned lands whereby through additional research Newfield has established James Dean Fairbanks as an Heir of Marvin V. Fairbanks and thus a mineral owner in the aforementioned lands. In May 2012, Newfield requested its lease broker search for James Dean Fairbanks for the purpose of leasing his mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate James Dean Fairbanks using the following sites: Social Security Death Index, People Finder, 411, People Search, People Lookup, Family Search, and many others. Results from the online search tools were investigated, and all attempts were unsuccessful in locating James Dean Fairbanks, or any potential Heirs and/or Devises.
5. Based on the unsuccessful results of our extensive search, Newfield has deemed James Dean Fairbanks to be unlocatable.

FURTHER AFFIANT SAYETH NOT.



STATE OF COLORADO

§
§
§

COUNTY OF DENVER

Subscribed and sworn to before me this 9th day of January, 2014.



NOTARY PUBLIC

My Commission Expires:



**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF LESLIE MARIE HUNTING**

Kenneth Harris personally appeared before me, being duly sworn, deposes and says:

1. My name is Kenneth Harris. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the Odekirk 11-12-3-3W, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 3 West, Section 12, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion has identified the Heirs of Marvin V. Fairbanks as a mineral owner in the aforementioned lands whereby through additional research Newfield has established Leslie Marie Hunting as an Heir of Marvin V. Fairbanks and thus a mineral owner in the aforementioned lands. In May 2012, Newfield requested its lease broker search for Leslie Marie Hunting for the purpose of leasing her mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate Leslie Marie Hunting using the following sites: Social Security Death Index, People Finder, 411, People Search, People Lookup, Family Search, and many others. Results from the online search tools were investigated, and all attempts were unsuccessful in locating Leslie Marie Hunting, or any potential Heirs and/or Devisees.
5. Based on the unsuccessful results of our extensive search, Newfield has deemed Leslie Marie Hunting to be unlocatable.

FURTHER AFFIANT SAYETH NOT.



STATE OF COLORADO §
 §
COUNTY OF DENVER §

Subscribed and sworn to before me this 9th day of January, 2014.



NOTARY PUBLIC

My Commission Expires:



**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF BERTHA DEAN FAIRBANKS**

Kenneth Harris personally appeared before me, being duly sworn, deposes and says:

1. My name is Kenneth Harris. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the Odekirk 11-12-3-3W, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 3 West, Section 12, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion has identified the Heirs of Marvin V. Fairbanks as a mineral owner in the aforementioned lands whereby through additional research Newfield has established Bertha Dean Fairbanks as an Heir of Marvin V. Fairbanks and thus a mineral owner in the aforementioned lands. In May 2012, Newfield requested its lease broker search for Bertha Dean Fairbanks for the purpose of leasing her mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate Bertha Dean Fairbanks using the following sites: Social Security Death Index, People Finder, 411, People Search, People Lookup, Family Search, and many others. Results from the online search tools were investigated, and all attempts were unsuccessful in locating Bertha Dean Fairbanks, or any potential Heirs and/or Devises.
5. Based on the unsuccessful results of our extensive search, Newfield has deemed Bertha Dean Fairbanks to be unlocatable.

FURTHER AFFIANT SAYETH NOT.



STATE OF COLORADO §
 §
COUNTY OF DENVER §

Subscribed and sworn to before me this 9th day of January, 2014.



NOTARY PUBLIC

My Commission Expires:



5-F

NEWFIELD



VIA UPS GROUND
TRACKING # 1Z897F540347196350

Newfield Exploration Company

1001 17th Street | Suite 2000

Denver, Colorado 80202

PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Steven Douglas Knight
20695 East Ida Circle
Aurora, CO 80015

Re: To-Put-Che-Ar 13-12-3-3WH
Township 3 South, Range 3 West
Section 12: All
Duchesne County, Utah

Dear Mr. Knight,

I am writing to follow up on my letter dated December 5, 2013 (copy attached) in which Newfield Production Company ("Newfield") proposed the drilling and completion of the To-Put-Che-Ar 13-12-3-3WH well.

A short chronology of our previous efforts to lease your interest is warranted. Newfield or its agents have been attempting to lease your minerals since March of 2013. We sent a formal lease offer to you in the mail on March 29, 2013 and have made additional follow up inquiries. Nevertheless, as of the date of this letter, Newfield has not been able to obtain a lease covering your mineral interest under the captioned lands.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionally reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below, return to my attention, and I will promptly provide you with a conforming lease form.

Otherwise, in order to share in production from the To-Put-Che-Ar 13-12-3-3WH well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. The 1.11 net mineral acres owned by you would translate into a 0.173611% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$9,281,752.00, of which your participation share would be \$16,114.14. A proposed operating agreement for these lands was sent to you in the previous AFE package mailed to you on November 5, 2013 for the Odekirk 11-12-3-3W well that will also govern the To-Put-Che-Ar 13-12-3-3WH well. If you elect this option, please mark where indicated below, execute the enclosed AFE and operating agreement where indicated, and return

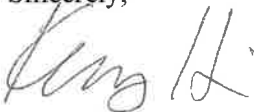
it to me along with a check for your AFE'd share of costs with this letter. If you have misplaced or need the operating agreement resent to you, we can provide you with a new original copy.

If you do not agree to participate as outlined above, please sign and mark where indicated below and the interests in which you hold under the spacing unit will be subject to the non-consent penalties set forth under Utah Code Ann. §40-6-6.5, as promulgated by the Utah Board of Oil, Gas and Mining (the "Board").

Please mark the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the To-Put-Che-Ar 13-12-3-3WH well.

Thank you for your cooperation, and if I can answer any questions, please do not hesitate to contact me at 303-383-4169 or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company

_____ I will participate in the To-Put-Che-Ar 13-12-3-3WH well.

_____ I will not participate in the To-Put-Che-Ar 13-12-3-3WH well.

By: _____
Steven Douglas Knight

Date: _____

NEWFIELD



**VIA USPS EXPRESS MAIL
TRACKING # EM 756551618**

Newfield Exploration Company

1001 17th Street | Suite 2000

Denver, Colorado 80202

PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Rodney Alan Knight
P.O. Box 454
Delta Junction, AK 99737

Re: To-Put-Che-Ar 13-12-3-3WH
Township 3 South, Range 3 West
Section 12: All
Duchesne County, Utah

Dear Mr. Knight,

I am writing to follow up on my letter dated December 5, 2013 (copy attached) in which Newfield Production Company ("Newfield") proposed the drilling and completion of the To-Put-Che-Ar 13-12-3-3WH well.

A short chronology of our previous efforts to lease your interest is warranted. Newfield or its agents have been attempting to lease your minerals since March of 2013. We sent a formal lease offer to you in the mail on March 29, 2013 and have made additional follow up inquiries. Nevertheless, as of the date of this letter, Newfield has not been able to obtain a lease covering your mineral interest under the captioned lands.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionally reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below, return to my attention, and I will promptly provide you with a conforming lease form.

Otherwise, in order to share in production from the To-Put-Che-Ar 13-12-3-3WH well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. The 1.11 net mineral acres owned by you would translate into a 0.173611% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$9,281,752.00, of which your participation share would be \$16,114.14. A proposed operating agreement for these lands was sent to you in the previous AFE package mailed to you on November 5, 2013 for the Odekirk 11-12-3-3W well that will also govern the To-Put-Che-Ar 13-12-3-3WH well. If you elect this option, please mark where indicated below, execute the enclosed AFE and operating agreement where indicated, and return

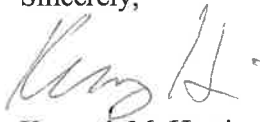
it to me along with a check for your AFE'd share of costs with this letter. If you have misplaced or need the operating agreement resent to you, we can provide you with a new original copy.

If you do not agree to participate as outlined above, please sign and mark where indicated below and the interests in which you hold under the spacing unit will be subject to the non-consent penalties set forth under Utah Code Ann. §40-6-6.5, as promulgated by the Utah Board of Oil, Gas and Mining (the "Board").

Please mark the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the To-Put-Che-Ar 13-12-3-3WH well.

Thank you for your cooperation, and if I can answer any questions, please do not hesitate to contact me at 303-383-4169 or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company

_____ I will participate in the To-Put-Che-Ar 13-12-3-3WH well.

_____ I will not participate in the To-Put-Che-Ar 13-12-3-3WH well.

By: _____
Rodney Alan Knight

Date: _____

NEWFIELD



VIA UPS GROUND
TRACKING # 1Z897F540346703160

Newfield Exploration Company

1001 17th Street | Suite 2000

Denver, Colorado 80202

PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Scott Knight
13775 W. Baltic Drive
Lakewood, CO 80228

Re: To-Put-Che-Ar 13-12-3-3WH
Township 3 South, Range 3 West
Section 12: All
Duchesne County, Utah

Dear Mr. Knight,

I am writing to follow up on my letter dated December 5, 2013 (copy attached) in which Newfield Production Company ("Newfield") proposed the drilling and completion of the To-Put-Che-Ar 13-12-3-3WH well.

A short chronology of our previous efforts to lease your interest is warranted. Newfield or its agents have been attempting to lease your minerals since March of 2013. We sent a formal lease offer to you in the mail on March 29, 2013 and have made additional follow up inquiries. Nevertheless, as of the date of this letter, Newfield has not been able to obtain a lease covering your mineral interest under the captioned lands.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionally reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below, return to my attention, and I will promptly provide you with a conforming lease form.

Otherwise, in order to share in production from the To-Put-Che-Ar 13-12-3-3WH well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. The 1.11 net mineral acres owned by you would translate into a 0.173611% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$9,281,752.00, of which your participation share would be \$16,114.14. A proposed operating agreement for these lands was sent to you in the previous AFE package mailed to you on November 5, 2013 for the Odekirk 11-12-3-3W well that will also govern the To-Put-Che-Ar 13-12-3-3WH well. If you elect this option, please mark where indicated below, execute the enclosed AFE and operating agreement where indicated, and return

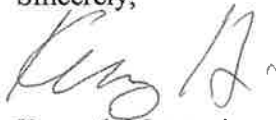
it to me along with a check for your AFE'd share of costs with this letter. If you have misplaced or need the operating agreement resent to you, we can provide you with a new original copy.

If you do not agree to participate as outlined above, please sign and mark where indicated below and the interests in which you hold under the spacing unit will be subject to the non-consent penalties set forth under Utah Code Ann. §40-6-6.5, as promulgated by the Utah Board of Oil, Gas and Mining (the "Board").

Please mark the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the To-Put-Che-Ar 13-12-3-3WH well.

Thank you for your cooperation, and if I can answer any questions, please do not hesitate to contact me at 303-383-4169 or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company

_____ I will participate in the To-Put-Che-Ar 13-12-3-3WH well.

_____ I will not participate in the To-Put-Che-Ar 13-12-3-3WH well.

By: _____
Scott Knight

Date: _____

NEWFIELD



**VIA USPS EXPRESS MAIL
TRACKING # EM 756551621**

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Michael Gallagher
P.O. Box 23
Manson, WA 98831

Re: To-Put-Che-Ar 13-12-3-3WH
Township 3 South, Range 3 West, USM
Section 12: All
Duchesne County, Utah

Dear Mr. Gallagher,

Newfield Production Company ("Newfield") hereby proposes the drilling and completion of the To-Put-Che-Ar 13-12-3-3WH well at a surface location in the NWNW of Section 13 with the top of the producing interval in the SWSW of Section 12 to a bottom hole location in the NWNW of Section 12, in anticipation of achieving oil production from the Wasatch formation. As established by the Order of the Utah Board of Oil, Gas, and Mining entered on the 9th of May, 2012 in Cause No. 139-90, this well impacts the entirety of Section 12, inclusive of the lands in which you own the minerals. However, your interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the To-Put-Che-Ar 13-12-3-3WH well.

A short chronology of our previous efforts to lease your interest is warranted. You have been contacted several times regarding Newfield's desire to lease. You have responded and informed Newfield's agent that you are not interested in executing an oil and gas lease. Our last lease offer was sent to you on January 3, 2014. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below and sign and return the lease previously sent to you January 3, 2014. If you have misplaced or need it resent to you, we can provide you with a new original copy.

Otherwise, in order to share in production from the To-Put-Che-Ar 13-12-3-3WH well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. The 1.269843 net minerals acres owned by you would

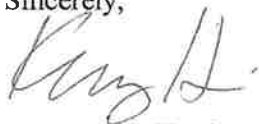
translate into a 0.198413% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$9,281,752.00, of which your participation share would be \$18,416.20. A proposed operating agreement is attached for your review. If you elect this option, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for you AFE'd share of costs with this letter.

Please be aware that the To-Put-Che-Ar 13-12-3-3WH well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for this risk, which we are willing to undertake but you are not. Your decision will greatly impact your ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

As the subject well have already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the To-Put-Che-Ar 13-12-3-3WH well and we will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company.

_____ I will participate in the To-Put-Che-Ar 13-12-3-3WH well. The executed joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will neither lease nor participate in the To-Put-Che-Ar 13-12-3-3WH well.

By: _____

Name: _____

Title: _____

Date: _____

NEWFIELD



VIA UPS NEXT DAY AIR
TRACKING # 1Z897F540146747573

Newfield Exploration Company

1001 17th Street | Suite 2000

Denver, Colorado 80202

PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Heirs of Marjorie Iverson
c/o Becky J. Stauffer
3 Learig Lane
Saint James, MN 56081-1533

Re: To-Put-Che-Ar 13-12-3-3WH
Township 3 South, Range 3 West, USM
Section 12: All
Duchesne County, Utah

Dear Mrs. Stauffer,

Newfield Production Company ("Newfield") hereby proposes the drilling and completion of the To-Put-Che-Ar 13-12-3-3WH well at a surface location in the NWNW of Section 13 with the top of the producing interval in the SWSW of Section 12 and a bottom hole location in the NWNW of Section 12 in anticipation of achieving oil production from the Wasatch formation. As established by the Order of the Utah Board of Oil, Gas, and Mining entered on the 9th of May, 2012 in Cause No. 139-90, this well impacts the entirety of Section 12, inclusive of the lands in which you own the minerals. However, your interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the To-Put-Che-Ar 13-12-3-3WH well.

A short chronology of our previous efforts to lease your interest is warranted. Newfield and/or its agents have been trying to lease the subject interest since May 2012. You have been contacted several times regarding Newfield's desire to lease. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 10, 2014.

Otherwise, in order to share in production from the To-Put-Che-Ar 13-12-3-3WH well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. Your estimated mineral interest would translate into a

0.260417% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$9,281,752.00, of which your participation share would be \$24,171.26. A proposed operating agreement is attached for your review. If you elect this option, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for you AFE'd share of costs with this letter.

Please be aware that the To-Put-Che-Ar 13-12-3-3WH well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for this risk, which we are willing to undertake but you are not. Your decision will greatly impact your ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

As the subject well has already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the To-Put-Che-Ar 13-12-3-3WH well and we will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company.

_____ I will participate in the To-Put-Che-Ar 13-12-3-3WH well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will neither lease nor participate in the To-Put-Che-Ar 13-12-3-3WH well.

By: _____

Name: _____

Title: _____

Date: _____



To: See attached address list

January 9, 2014

Re: Unleased Mineral Interest
To-Put-Che-Ar 13-12-3-3WH
Township 3 South – Range 3 West
Sections 12
Duchesne County, Utah

Newfield Exploration Company

1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

Dear Heirs of Varge Celaya,

Newfield Production Company (“Newfield”) hereby proposes the drilling and completion of the captioned well at a surface location in the NWNW of Section 13 with the top of the producing interval in the SWSW of Section 12 and a bottom hole location in the NWNW of Section 12 in anticipation of achieving oil production from the Wasatch formation.

As established by Order of the Utah Board of Oil, Gas, and Mining in Cause No. 139-90, the To-Put-Che-Ar 13-12-3-3W well impacts the entirety of Section 12, inclusive of the lands in which you own a mineral interest. However, your subject mineral interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the To-Put-Che-Ar 13-12-3-3W well.

A short chronology of our previous efforts to lease your mineral interest is warranted. We sent out mailout letters to lease on November 20, 2012. We have made additional follow up inquiries and have received verbal agreement that you intend to lease us your minerals. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, and you will not bear any costs in the drilling and operation of the wells. If you are still willing to lease to Newfield, please mark the appropriate line below and return the letter to my attention prior to the expiration of the lease offer on February 10, 2014.

Otherwise, in order to share in production from the To-Put-Che-Ar 13-12-3-3W, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with Newfield, thereby “pooling” your interest and (3) paying your proportionate share of the costs of drilling, completing, and operating the well. Your estimated mineral interest would translate into a 0.022321% interest in the To-Put-Che-Ar 13-12-3-3W well. As you can see by the attached cost estimate, the projected cost to drill and complete the To-Put-Che-Ar 13-12-3-3W well is \$9,281,752.00 of which your participation share would be \$2,071.78.

A proposed operating agreement is included for your review. If you elect to participate in the well, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for the total AFE'd share of costs for the wells in which you elect to participate.

Please be aware that the To-Put-Che-Ar 13-12-3-3W well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for the additional assumed risk Newfield must undertake. Your decision will greatly impact the ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If Newfield does not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the To-Put-Che-Ar 13-12-3-3W well, and Newfield will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ Heirs of Varge Celaya will grant a lease to Newfield Production Company.

_____ Heirs of Varge Celaya will participate in the To-Put-Che-Ar 13-12-3-3W well.
The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ Heirs of Varge Celaya will neither lease, nor participate in the To-Put-Che-Ar 13-12-3-3W well.

By: _____

Name: _____

Date: _____

Address list:

Lisa Celaya Prewitt
120 Juniper Ave
Atwater, CA 95301

VIA UPS

Tracking #1Z 897 F54 01 4742 5589

Jillian Celaya Harding
436 E Blaine Ave
Salt Lake City, UT 84115

VIA UPS

Tracking #1Z 897 F54 01 4677 6452

Varge Anthony George Celaya
29 Corbett Ct
Napa, CA 94558

VIA UPS

Tracking #1Z 897 F54 01 4799 3199

Jessica Celaya Roberts
6648 W 10030 N
Highland, UT 84003

VIA UPS

Tracking #1Z 897 F54 01 4746 6400

Jason Wayne Celaya
486 W Pacific Drive #3
American Fork, UT 84003

VIA UPS

Tracking #1Z 897 F54 01 4822 1216

Lance Martin Celaya
9600 Forest Lane #1102
Dallas, TX 75243

VIA UPS

Tracking #1Z 897 F54 01 4759 3620

Adam Lorr Celaya
663 Stadium Ave
Provo, UT 84604

VIA UPS

Tracking #1Z 897 F54 01 4747 9638

Chelsea Celaya Bell
1202 Sun River Dr
Riverton, UT 84065

VIA UPS

Tracking #1Z 897 F54 01 4893 5240

NEWFIELD



VIA UPS NEXT DAY AIR
TRACKING # 1Z897F540148179264

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Alfred Mark Fairbanks
SE 1410 Bishop Blvd
Pullman, WA 99163

Re: To-Put-Che-Ar 13-12-3-3WH
Township 3 South, Range 3 West, USM
Section 12: All
Duchesne County, Utah

Dear Mr. Fairbanks,

Newfield Production Company ("Newfield") hereby proposes the drilling and completion of the To-Put-Che-Ar 13-12-3-3WH well at a surface location in the NWNW of Section 13 with the top of the producing interval in the SWSW of Section 12 to a bottom hole location in the NWNW of Section 12 in anticipation of achieving oil production from the Wasatch formation. As established by the Order of the Utah Board of Oil, Gas, and Mining entered on the 9th of May, 2012 in Cause No. 139-90, this well impacts the entirety of Section 12, inclusive of the lands in which you own the minerals. However, your interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the To-Put-Che-Ar 13-12-3-3WH well.

A short chronology of our previous efforts to lease your interest is warranted. You have been contacted several times regarding Newfield's desire to lease. Lease offers were sent to you in the mail October 24, 2013 and again on November 20, 2013. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below and sign and return the lease previously sent to you November 20, 2013. If you have misplaced or need it resent to you, we can provide you with a new original copy.

Otherwise, in order to share in production from the To-Put-Che-Ar 13-12-3-3WH well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. Your estimated mineral interest would translate into a 0.007440% interest in the well. As you can see by the attached cost estimate, the projected cost

to drill and complete this well is \$9,281,752.00, of which your participation share would be \$690.56. A proposed operating agreement is attached for your review. If you elect this option, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for you AFE'd share of costs with this letter.

Please be aware that the To-Put-Che-Ar 13-12-3-3WH well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for this risk, which we are willing to undertake but you are not. Your decision will greatly impact your ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

As the subject well has already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the To-Put-Che-Ar 13-12-3-3WH well and we will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company.

_____ I will participate in the To-Put-Che-Ar 13-12-3-3WH well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will neither lease nor participate in the To-Put-Che-Ar 13-12-3-3WH well.

By: _____

Name: _____

Date: _____

NEWFIELD



VIA UPS NEXT DAY AIR
TRACKING # 1Z897F540146279678

Newfield Exploration Company
1001 17th Street | Suite 2000
Denver, Colorado 80202
PH 303-893-0102 | FAX 303-893-0103

January 9, 2014

Heirs of Jo Anne Highsmith
c/o Suzan Kedzie
720 N Jackson St
Clinton, IL 61727

Re: To-Put-Che-Ar 13-12-3-3WH
Township 3 South, Range 3 West, USM
Section 12: All
Duchesne County, Utah

Dear Mrs. Kedzie,

Newfield Production Company ("Newfield") hereby proposes the drilling and completion of the To-Put-Che-Ar 13-12-3-3WH well at a surface location in the NWNW of Section 13 with the top of the producing interval in the SWSW of Section 12 to a bottom hole location in the NWNW of Section 12 in anticipation of achieving oil production from the Wasatch formation. As established by the Order of the Utah Board of Oil, Gas, and Mining entered on the 9th of May, 2012 in Cause No. 139-90, this well impacts the entirety of Section 12, inclusive of the lands in which you own the minerals. However, your interest is currently unleased. As a mineral owner in the subject lands, we are soliciting your participation in the To-Put-Che-Ar 13-12-3-3WH well.

A short chronology of our previous efforts to lease your interest is warranted. You have been contacted several times regarding Newfield's desire to lease. A lease offer was sent to you in the mail October 15, 2013 and follow up inquiries were made. However, as of the date of this letter, Newfield has not been able to lease the subject mineral interest.

I would like to reiterate that if you lease to us, you will be entitled to a cost free royalty proportionately reduced, *i.e.* not bear any costs in the drilling and operation of the well. If you are willing to lease to us under the terms previously offered, please mark the appropriate line below and sign and return the lease previously sent to you October 15, 2013. If you have misplaced or need it resent to you, we can provide you with a new original copy.

Otherwise, in order to share in production from the To-Put-Che-Ar 13-12-3-3WH well, you must participate as an unleased working interest owner. This will require you to: (1) sign and date the enclosed AFE signifying your election to participate (2) enter into an operating agreement with us, thereby "pooling" your interest and (3) pay your proportionate share of the costs of drilling and operating the well. Your estimated mineral interest would translate into a

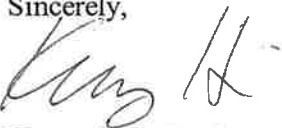
0.046875% interest in the well. As you can see by the attached cost estimate, the projected cost to drill and complete this well is \$9,281,752.00, of which your participation share would be \$4,350.82. A proposed operating agreement is attached for your review. If you elect this option, please mark where indicated below, execute the operating agreement where indicated, and return it to me along with a check for you AFE'd share of costs with this letter.

Please be aware that the To-Put-Che-Ar 13-12-3-3WH well carries much risk as to whether the initial investment in drilling will be recovered. If you do not agree to participate as outlined above, we expect to be compensated for this risk, which we are willing to undertake but you are not. Your decision will greatly impact your ability to receive any monetary benefit from your mineral ownership, including but not limited to the imposition of a 150% to 300% non-consent penalty as provided under the Utah compulsory pooling statute. You are therefore strongly encouraged to obtain competent, Utah oil and gas counsel to assist you in reviewing this letter and making an informed decision.

As the subject well have already been drilled, time is of the essence and a prompt response is requested. Please make the desired selection and return one (1) executed original of this letter to the undersigned by February 10, 2014. If we do not receive your response by February 10, 2014, you will be deemed to have elected to not lease and to not participate in the drilling of the To-Put-Che-Ar 13-12-3-3WH well and we will commence with compulsory pooling proceedings.

If I can answer any questions, please do not hesitate to contact me at 303-383-4169, or kharris@newfield.com.

Sincerely,



Kenneth M. Harris
Landman

_____ I will grant a lease to Newfield Production Company.

_____ I will participate in the To-Put-Che-Ar 13-12-3-3WH well. The executed AFE, joint operating agreement and check for AFE'd costs are enclosed herewith.

_____ I will neither lease nor participate in the To-Put-Che-Ar 13-12-3-3WH well.

By: _____

Name: _____

Title: _____

Date: _____

**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF THE HEIRS OF DANIEL WOLLUM**

Kenneth Harris personally appeared before me, being duly sworn, deposes and says:

1. My name is Kenneth Harris. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the To-Put-Che-Ar 13-12-3-3WH, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 3 West, Section 12, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion has identified the Heirs of Esther Dean Iverson as a mineral owner in the aforementioned lands whereby through additional research Newfield has established the Heirs of Daniel Wollum as an Heir of Esther Dean Iverson and thus a mineral owner in the aforementioned lands. In May 2012, Newfield requested its lease broker search for the Heirs of Daniel Wollum for the purpose of leasing his mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate the Heirs of Daniel Wollum using the following sites: Social Security Death Index, People Finder, 411, People Search, People Lookup, Family Search, and many others.
5. Said internet search revealed Daniel Wollum may have died in 2010. However, all attempts were unsuccessful in locating Daniel Wollum or any potential Heirs and/or Deviseses.
6. Based on the unsuccessful results of our extensive search, Newfield has deemed the Heirs of Daniel Wollum to be unlocatable.

FURTHER AFFIANT SAYETH NOT.



STATE OF COLORADO

§

§

COUNTY OF DENVER

§

Subscribed and sworn to before me this 9th day of January, 2014.


NOTARY PUBLIC

My Commission Expires:



**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF LESLIE MARIE HUNTING**

Kenneth Harris personally appeared before me, being duly sworn, deposes and says:

1. My name is Kenneth Harris. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the To-Put-Che-Ar 13-12-3-3W, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 3 West, Section 12, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion has identified the Heirs of Marvin V. Fairbanks as a mineral owner in the aforementioned lands whereby through additional research Newfield has established Leslie Marie Hunting as an Heir of Marvin V. Fairbanks and thus a mineral owner in the aforementioned lands. In May 2012, Newfield requested its lease broker search for Leslie Marie Hunting for the purpose of leasing her mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate Leslie Marie Hunting using the following sites: Social Security Death Index, People Finder, 411, People Search, People Lookup, Family Search, and many others. Results from the online search tools were investigated, and all attempts were unsuccessful in locating Leslie Marie Hunting, or any potential Heirs and/or Devises.
5. Based on the unsuccessful results of our extensive search, Newfield has deemed Leslie Marie Hunting to be unlocatable.

FURTHER AFFIANT SAYETH NOT.



STATE OF COLORADO §
 §
COUNTY OF DENVER §

Subscribed and sworn to before me this 9th day of January, 2014.



NOTARY PUBLIC

My Commission Expires:



**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF JAMES DEAN FAIRBANKS**

Kenneth Harris personally appeared before me, being duly sworn, deposes and says:

1. My name is Kenneth Harris. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the To-Put-Che-Ar 13-12-3-3W, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 3 West, Section 12, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion has identified the Heirs of Marvin V. Fairbanks as a mineral owner in the aforementioned lands whereby through additional research Newfield has established James Dean Fairbanks as an Heir of Marvin V. Fairbanks and thus a mineral owner in the aforementioned lands. In May 2012, Newfield requested its lease broker search for James Dean Fairbanks for the purpose of leasing his mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate James Dean Fairbanks using the following sites: Social Security Death Index, People Finder, 411, People Search, People Lookup, Family Search, and many others. Results from the online search tools were investigated, and all attempts were unsuccessful in locating James Dean Fairbanks, or any potential Heirs and/or Devisees.
5. Based on the unsuccessful results of our extensive search, Newfield has deemed James Dean Fairbanks to be unlocatable.

FURTHER AFFIANT SAYETH NOT.



STATE OF COLORADO §
 §
COUNTY OF DENVER §

Subscribed and sworn to before me this 9th day of January, 2014.



NOTARY PUBLIC

My Commission Expires:



**LANDMAN AFFIDAVIT
REGARDING THE INTEREST OF BERTHA DEAN FAIRBANKS**

Kenneth Harris personally appeared before me, being duly sworn, deposes and says:

1. My name is Kenneth Harris. I am a Landman for Newfield Production Company, whose address is 1001 17th Street, Suite 2000, Denver, CO 80202 ("Newfield").
2. As Operator of the To-Put-Che-Ar 13-12-3-3W, Newfield has requisitioned the preparation of a Drilling and Division Order Title Opinion covering Township 3 South, Range 3 West, Section 12, Duchesne County, Utah.
3. Said Drilling and Division Order Title Opinion has identified the Heirs of Marvin V. Fairbanks as a mineral owner in the aforementioned lands whereby through additional research Newfield has established Bertha Dean Fairbanks as an Heir of Marvin V. Fairbanks and thus a mineral owner in the aforementioned lands. In May 2012, Newfield requested its lease broker search for Bertha Dean Fairbanks for the purpose of leasing her mineral interest.
4. Newfield, through its lease broker, conducted an extensive internet search in an attempt to locate Bertha Dean Fairbanks using the following sites: Social Security Death Index, People Finder, 411, People Search, People Lookup, Family Search, and many others. Results from the online search tools were investigated, and all attempts were unsuccessful in locating Bertha Dean Fairbanks, or any potential Heirs and/or Devises.
5. Based on the unsuccessful results of our extensive search, Newfield has deemed Bertha Dean Fairbanks to be unlocatable.

FURTHER AFFIANT SAYETH NOT.



STATE OF COLORADO §
 §
COUNTY OF DENVER §

Subscribed and sworn to before me this 9th day of January, 2014.



NOTARY PUBLIC

My Commission Expires:



A.A.P.L. FORM 610 - 1989

MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

OPERATOR Newfield Production Company

CONTRACT AREA

COUNTY OR PARISH OF _____, STATE OF Utah

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AMERICAN ASSOCIATION OF PETROLEUM
LANDMEN, 4100 FOSSIL CREEK BLVD.
FORT WORTH, TEXAS 76137-2791, APPROVED FORM,
A.A.P.L. NO. 610 - 1989

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A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1989

OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Newfield Production Company, hereinafter designated and referred to as "Operator," and the signatory party or parties other than Operator, sometimes hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WITNESSETH:

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A," and the parties hereto have reached an agreement to explore and develop these Leases and/or Oil and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.

DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "AFE" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of estimating the costs to be incurred in conducting an operation hereunder. An AFE for a Horizontal or Multi-lateral Well shall clearly stipulate that the well being proposed is a Horizontal Well or Multi-Lateral Well and shall include all Completion operations for the proposed Horizontal Well or Multi-Lateral Well.

B. The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil and Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation.

C. The term "Contract Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas Interests are described in Exhibit "A."

D. The term "Deepen" shall mean a single operation whereby a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFE, whichever is the lesser. When used in connection with a Horizontal Well or Multi-Lateral Well, the term "Deepen" shall mean an operation whereby a Lateral is drilled to a horizontal distance greater than the distance set out in the well proposal approved by the Consenting Parties, or to a horizontal distance greater than the horizontal distance to which the Lateral was previously drilled.

E. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

F. The term "Drilling Unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit as established by the pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties.

G. The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located. The term "Drillsite" when used in connection with a Horizontal Well or Multi-Lateral Well shall mean the surface location and the Oil and Gas Leases or Oil and Gas Interests within the spacing unit on which the wellbores, including all Laterals are located.

H. The term "Initial Well" shall mean the well required to be drilled by the parties hereto as provided in Article VI.A.

I. The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as provided in Article VI.B.2.

J. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

K. The term "Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate, and/or all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

L. The term "Oil and Gas Interests" or "Interests" shall mean unleased fee and mineral interests in Oil and Gas in tracts of land lying within the Contract Area which are owned by parties to this agreement.

M. The terms "Oil and Gas Lease," "Lease" and "Leasehold" shall mean the oil and gas leases or interests therein covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

N. The term "Plug Back" shall mean a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower Zone. When used in connection with a Horizontal Well or Multi-Lateral Well, the term "Plug Back" shall mean operation to test or Complete the well at a stratigraphically shallower geological horizon in which the operation has been or is being Completed and which is not within an existing Lateral.

O. The term "Recompletion" or "Recomplete" shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore.

P. The term "Rework" shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore, or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

Q. The term "Sidetrack" shall mean the directional control and intentional deviation of a well from vertical so as to change the bottom hole location unless done to straighten the hole or drill around junk in the hole or to overcome other mechanical difficulties. When used in connection with a Horizontal Well or Multi-Lateral Well, the term "Sidetrack" shall mean the directional control, and intentional deviation of a well outside the existing Lateral(s) so as to change the Zone or direction of a Lateral as originally proposed, unless done to straighten the hole or drill around junk in the hole or to overcome other mechanical difficulties.

R. The term "Zone" shall mean a stratum of earth containing or thought to contain a common accumulation of Oil and Gas separately producible from any other common accumulation of Oil and Gas.

S. The term "Lateral" shall mean that portion of a wellbore that deviates from approximate vertical orientation to approximate horizontal orientation and all wellbore beyond such deviation to Total Measured Depth.

T. The term "Horizontal Well" shall mean a well containing a single Lateral which is drilled, Completed or Recompleted in a manner in which the horizontal component of the completion interval (1) extends at least one hundred (100') feet in the objective formation and (2) exceeds the vertical component of the completion interval in the objective formation.

U. The term "Multi-Lateral Well" shall mean a well which contains more than one Lateral which is drilled, Completed or Recompleted in a manner in which the horizontal component of the completion interval of each Lateral (1) extends at least one hundred (100') feet in the objective formation(s) and (2) exceeds the vertical component of the completion interval in the objective formation(s).

V. The term "Total Measured Depth", when used in connection with a Multi-Lateral or Horizontal Well, shall mean the distance from the surface of the ground to the terminus of the wellbore, as measured along the wellbore. Each Lateral taken together with the common vertical wellbore shall be considered a single wellbore and shall have a corresponding Total Measured Depth. Notwithstanding the foregoing, in the case of a Multi-Lateral Well, if the production from each Lateral is to be commingled in the common vertical wellbore then the Laterals and vertical wellbore shall be considered collectively as one wellbore. When the proposed operation(s) is the drilling of, or operation on, a Horizontal or Multi-Lateral Well, the terms "depth" or "total depth" wherever used in the Agreement shall be deemed to read "Total Measured Depth" insofar as it applies to such well.

W. The term "Vertical Well" shall mean a well drilled, Completed or Recompleted other than a Horizontal or Multi-Lateral Well.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the word "person" includes natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter.

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ARTICLE II.

EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

- ☒ A. Exhibit "A," shall include the following information:
- (1) Description of lands subject to this agreement,
 - (2) Restrictions, if any, as to depths, formations, or substances,
 - (3) Parties to agreement with addresses and telephone numbers for notice purposes,
 - (4) Percentages or fractional interests of parties to this agreement,
 - (5) Oil and Gas Leases and/or Oil and Gas Interests subject to this agreement,
 - ~~(6) Burdens on production.~~
- ☒ B. Exhibit "B," Form of Lease.
- ☒ C. Exhibit "C," Accounting Procedure.
- ☒ D. Exhibit "D," Insurance.
- ☒ E. Exhibit "E," Gas Balancing Agreement.
- ☒ F. Exhibit "F," Non-Discrimination and Certification of Non-Segregated Facilities.
- ☐ G. Exhibit "G," Tax Partnership.
- ☐ H. Other: _____

If any provision of any exhibit, except Exhibit "E," is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

ARTICLE III.

INTERESTS OF PARTIES

A. Oil and Gas Interests:

If any party owns an Oil and Gas Interest in the Contract Area, that Interest shall be treated for all purposes of this agreement and during the term hereof as if it were covered by the form of Oil and Gas Lease attached hereto as Exhibit "B," and the owner thereof shall be deemed to own both royalty interest in such lease and the interest of the lessee thereunder.

B. Interests of Parties in Costs and Production:

Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties as their interests are set forth in Exhibit "A." In the same manner, the parties shall also own all production of Oil and Gas from the Contract Area subject, however, to the payment of royalties and other burdens on production as described hereafter.

Regardless of which party has contributed any Oil and Gas Lease or Oil and Gas Interest on which royalty or other burdens may be payable and except as otherwise expressly provided in this agreement, each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area up to, but not in excess of, 1/6th and shall indemnify, defend and hold the other parties free from any liability therefor.

Except as otherwise expressly provided in this agreement, if any party has contributed hereto any Lease or Interest which is burdened with any royalty, overriding royalty, production payment or other burden on production in excess of the amounts stipulated above, such party so burdened shall assume and alone bear all such excess obligations and shall indemnify, defend and hold the other parties hereto harmless from any and all claims attributable to such excess burden. However, so long as the Drilling Unit for the productive Zone(s) is identical with the Contract Area, each party shall pay or deliver, or cause to be paid or delivered, all burdens on production from the Contract Area due under the terms of the Oil and Gas Lease(s) which such party has contributed to this agreement, and shall indemnify, defend and hold the other parties free from any liability therefor.

No party shall ever be responsible, on a price basis higher than the price received by such party, to any other party's lessor or royalty owner, and if such other party's lessor or royalty owner should demand and receive settlement on a higher price basis, the party contributing the affected Lease shall bear the additional royalty burden attributable to such higher price.

Nothing contained in this Article III.B. shall be deemed an assignment or cross-assignment of interests covered hereby, and in the event two or more parties contribute to this agreement jointly owned Leases, the parties' undivided interests in said Leaseholds shall be deemed separate leasehold interests for the purposes of this agreement.

C. Subsequently Created Interests:

If any party has contributed hereto a Lease or Interest that is burdened with an assignment of production given as security for the payment of money, or if, after the date of this agreement, any party creates an overriding royalty, production payment, net profits interest, assignment of production or other burden payable out of production attributable to its working interest hereunder, such burden shall be deemed a "Subsequently Created Interest." Further, if any party has contributed hereto a Lease or Interest burdened with an overriding royalty, production payment, net profits interests, or other burden payable out of production created prior to the date of this agreement, and such burden is not shown on Exhibit "A," such burden also shall be deemed a Subsequently Created Interest to the extent such burden causes the burdens on such party's Lease or Interest to exceed the amount stipulated in Article III.B. above.

The party whose interest is burdened with the Subsequently Created Interest (the "Burdened Party") shall assume and alone bear, pay and discharge the Subsequently Created Interest and shall indemnify, defend and hold harmless the other parties from and against any liability therefor. Further, if the Burdened Party fails to pay, when due, its share of expenses chargeable hereunder, all provisions of Article VII.B. shall be enforceable against the Subsequently Created Interest in the same manner as they are enforceable against the working interest of the Burdened Party. If the Burdened Party is required under this agreement to assign or relinquish to any other party, or parties, all or a portion of its working interest and/or the production attributable thereto, said other party, or parties, shall receive said assignment and/or production free and clear of said Subsequently Created Interest, and the Burdened Party shall indemnify, defend and hold harmless said other party, or parties, from any and all claims and demands for payment asserted by owners of the Subsequently Created Interest.

ARTICLE IV.

TITLES

A. Title Examination:

At Operator's sole discretion, title examination shall be made on the Drillsite of any proposed well prior to commencement of drilling operations and, if a majority in interest of the Drilling Parties so request or Operator so elects, title examination shall be made on the entire Drilling Unit, or maximum anticipated Drilling Unit, of the well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable Leases. Each party contributing

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1 Leases and/or Oil and Gas Interests to be included in the Drillsite or Drilling Unit, if appropriate, shall furnish to Operator
2 all abstracts (including federal lease status reports), title opinions, title papers and curative material in its possession free of
3 charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the
4 examination of the title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or
5 by outside attorneys. Copies of all title opinions shall be furnished to each Drilling Party. Costs incurred by Operator in
6 procuring abstracts, fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in royalty
7 opinions and division order title opinions) and other direct charges as provided in Exhibit "C" shall be borne by the Drilling
8 Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such
9 interests appear in Exhibit "A." Operator shall make no charge for services rendered by its staff attorneys or other personnel
10 in the performance of the above functions.

11 Each party shall be responsible for securing curative matter and pooling amendments or agreements required in
12 connection with Leases or Oil and Gas Interests contributed by such party. Operator shall be responsible for the preparation
13 and recording of pooling designations or declarations and communitization agreements as well as the conduct of hearings
14 before governmental agencies for the securing of spacing or pooling orders or any other orders necessary or appropriate to
15 the conduct of operations hereunder. This shall not prevent any party from appearing on its own behalf at such hearings.
16 Costs incurred by Operator, including fees paid to outside attorneys, which are associated with hearings before governmental
17 agencies, and which costs are necessary and proper for the activities contemplated under this agreement, shall be direct
18 charges to the joint account and shall not be covered by the administrative overhead charges as provided in Exhibit "C."
19 Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above
20 functions.

21 ~~No well shall be drilled on the Contract Area until after (1) the title to the Drillsite or Drilling Unit, if appropriate, has~~
22 ~~been examined as above provided, and (2) the title has been approved by the examining attorney or title has been accepted by~~
23 ~~all of the Drilling Parties in such well.~~

B. Loss or Failure of Title:

24 1. Failure of Title: Should any Oil and Gas Interest or Oil and Gas Lease be lost through failure of title, which results in a
25 reduction of interest from that shown on Exhibit "A," the party credited with contributing the affected Lease or Interest
26 (including, if applicable, a successor in interest to such party) shall have ninety (90) days from final determination of title
27 failure to acquire a new Lease or other instrument curing the entirety of the title failure, which acquisition will not be subject
28 to Article VIII.B., and failing to do so, this agreement, nevertheless, shall continue in force as to all remaining Oil and Gas
29 Leases and Interests; and,

30 (a) The party credited with contributing the Oil and Gas Lease or Interest affected by the title failure (including, if
31 applicable, a successor in interest to such party) shall bear alone the entire loss and it shall not be entitled to recover from
32 Operator or the other parties any development or operating costs which it may have previously paid or incurred, but there
33 shall be no additional liability on its part to the other parties hereto by reason of such title failure;

34 (b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the
35 Lease or Interest which has failed, but the interests of the parties contained on Exhibit "A" shall be revised on an acreage
36 basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose Lease or
37 Interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the Lease or Interest failed;

38 (c) If the proportionate interest of the other parties hereto in any producing well previously drilled on the Contract
39 Area is increased by reason of the title failure, the party who bore the costs incurred in connection with such well attributable
40 to the Lease or Interest which has failed shall receive the proceeds attributable to the increase in such interest (less costs and
41 burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well
42 attributable to such failed Lease or Interest;

43 (d) Should any person not a party to this agreement, who is determined to be the owner of any Lease or Interest
44 which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid
45 to the party or parties who bore the costs which are so refunded;

46 (e) Any liability to account to a person not a party to this agreement for prior production of Oil and Gas which arises
47 by reason of title failure shall be borne severally by each party (including a predecessor to a current party) who received
48 production for which such accounting is required based on the amount of such production received, and each such party shall
49 severally indemnify, defend and hold harmless all other parties hereto for any such liability to account;

50 (f) No charge shall be made to the joint account for legal expenses, fees or salaries in connection with the defense of
51 the Lease or Interest claimed to have failed, but if the party contributing such Lease or Interest hereto elects to defend its title
52 it shall bear all expenses in connection therewith; and

53 (g) If any party is given credit on Exhibit "A" to a Lease or Interest which is limited solely to ownership of an
54 interest in the wellbore of any well or wells and the production therefrom, such party's absence of interest in the remainder
55 of the Contract Area shall be considered a Failure of Title as to such remaining Contract Area unless that absence of interest
56 is reflected on Exhibit "A."

57 2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well
58 payment, minimum royalty or royalty payment, or other payment necessary to maintain all or a portion of an Oil and Gas
59 Lease or interest is not paid or is erroneously paid, and as a result a Lease or Interest terminates, there shall be no monetary
60 liability against the party who failed to make such payment. Unless the party who failed to make the required payment
61 secures a new Lease or Interest covering the same interest within ninety (90) days from the discovery of the failure to make
62 proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties reflected on Exhibit "A"
63 shall be revised on an acreage basis, effective as of the date of termination of the Lease or Interest involved, and the party
64 who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership
65 of the Lease or Interest which has terminated. If the party who failed to make the required payment shall not have been fully
66 reimbursed, at the time of the loss, from the proceeds of the sale of Oil and Gas attributable to the lost Lease or Interest,
67 calculated on an acreage basis, for the development and operating costs previously paid on account of such Lease or Interest,
68 it shall be reimbursed for unrecovered actual costs previously paid by it (but not for its share of the cost of any dry hole
69 previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

70 (a) Proceeds of Oil and Gas produced prior to termination of the Lease or Interest, less operating expenses and lease
71 burdens chargeable hereunder to the person who failed to make payment, previously accrued to the credit of the lost Lease or
72 Interest, on an acreage basis, up to the amount of unrecovered costs;

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(b) Proceeds of Oil and Gas, less operating expenses and lease burdens chargeable hereunder to the person who failed to make payment, up to the amount of unrecovered costs attributable to that portion of Oil and Gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such Lease or Interest termination, would be attributable to the lost Lease or Interest on an acreage basis and which as a result of such Lease or Interest termination is credited to other parties, the proceeds of said portion of the Oil and Gas to be contributed by the other parties in proportion to their respective interests reflected on Exhibit "A"; and,

(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the Lease or Interest lost, for the privilege of participating in the Contract Area or becoming a party to this agreement.

3. Other Losses: All losses of Leases or Interests committed to this agreement, other than those set forth in Articles IV.B.1 and IV.B.2, above, shall be joint losses and shall be borne by all parties in proportion to their interests shown on Exhibit "A." This shall include but not be limited to the loss of any Lease or Interest through failure to develop or because express or implied covenants have not been performed (other than performance which requires only the payment of money), and the loss of any Lease by expiration at the end of its primary term if it is not renewed or extended. There shall be no readjustment of interests in the remaining portion of the Contract Area on account of any joint loss.

4. Curing Title: In the event of a Failure of Title under Article IV.B.1, or a loss of title under Article IV.B.2, above, any Lease or Interest acquired by any party hereto (other than the party whose interest has failed or was lost during the ninety (90) day period provided by Article IV.B.1. and Article IV.B.2, above) covering all or a portion of the interest that has failed or was lost shall be offered at cost to the party whose interest has failed or was lost, ~~and the provisions of Article XVI-K shall not apply to such acquisition unless the party whose interest has failed or was lost, elects not to acquire the Lease or Interest.~~

ARTICLE V.

OPERATOR

A. Designation and Responsibilities of Operator:

Newfield Production Company shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of this agreement. In its performance of services hereunder for the Non-Operators, Operator shall be an independent contractor not subject to the control or direction of the Non-Operators except as to the type of operation to be undertaken in accordance with the election procedures contained in this agreement. Operator shall not be deemed, or hold itself out as, the agent of the Non-Operators with authority to bind them to any obligation or liability assumed or incurred by Operator as to any third party. Operator shall conduct its activities under this agreement as a reasonable prudent operator, in a good and workmanlike manner, with due diligence and dispatch, in accordance with good oilfield practice, and in compliance with applicable law and regulation, but in no event shall it have any liability as Operator to the other parties for losses sustained or liabilities incurred except such as may result from gross negligence or willful misconduct.

B. Resignation or Removal of Operator and Selection of Successor:

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest hereunder in the Contract Area, or is no longer capable of serving as Operator, Operator shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. Operator may be removed only for good cause by the affirmative vote of Non-Operators owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of Operator; such vote shall not be deemed effective until a written notice has been delivered to the Operator by a Non-Operator detailing the alleged default and Operator has failed to cure the default within thirty (30) days from its receipt of the notice or, if the default concerns an operation then being conducted, within forty-eight (48) hours of its receipt of the notice. For purposes hereof, "good cause" shall mean not only gross negligence or willful misconduct but also the material breach of or inability to meet the standards of operation contained in Article V.A. or material failure or inability to perform its obligations under this agreement.

Subject to Article VII.D.1., such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator or action by the Non-Operators to remove Operator, unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a Non-Operator. A change of a corporate name or structure of Operator or transfer of Operator's interest to any single subsidiary, parent or successor corporation shall not be the basis for removal of Operator.

2. Selection of Successor Operator: Upon the resignation or removal of Operator under any provision of this agreement, a successor Operator shall be selected by the parties. The successor Operator shall be selected from the parties owning an interest in the Contract Area at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of two (2) or more parties/ owning a majority interest based on ownership as shown on Exhibit "A"; provided, however, if an Operator which has been removed or is deemed to have resigned fails to vote or votes only to succeed itself, the successor Operator shall be selected by the affirmative vote of the party or parties owning a majority interest based on ownership as shown on Exhibit "A" remaining after excluding the voting interest of the Operator that was removed or resigned. The former Operator shall promptly deliver to the successor Operator all records and data relating to the operations conducted by the former Operator to the extent such records and data are not already in the possession of the successor operator. Any cost of obtaining or copying the former Operator's records and data shall be charged to the joint account.

3. Effect of Bankruptcy: If Operator becomes insolvent, bankrupt or is placed in receivership, it shall be deemed to have resigned without any action by Non-Operators, except the selection of a successor. If a petition for relief under the federal bankruptcy laws is filed by or against Operator, and the removal of Operator is prevented by the federal bankruptcy court, all Non-Operators and Operator shall comprise an interim operating committee to serve until Operator has elected to reject or assume this agreement pursuant to the Bankruptcy Code, and an election to reject this agreement by Operator as a debtor in possession, or by a trustee in bankruptcy, shall be deemed a resignation as Operator without any action by Non-Operators, except the selection of a successor. During the period of time the operating committee controls operations, all actions shall require the approval of two (2) or more parties owning a majority interest based on ownership as shown on Exhibit "A." In the event there are only two (2) parties to this agreement, during the period of time the operating committee controls operations, a third party acceptable to Operator, Non-Operator and the federal bankruptcy court shall be selected as a member of the operating committee, and all actions shall require the approval of two (2) members of the operating committee without regard for their interest in the Contract Area based on Exhibit "A."

C. Employees and Contractors:

The number of employees or contractors used by Operator in conducting operations hereunder, their selection, and the

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hours of labor and the compensation for services performed shall be determined Operator, and all such employees or contractors shall be the employees or contractors of Operator.

D. Rights and Duties of Operator:

1. Competitive Rates and Use of Affiliates: All wells drilled on the Contract Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. If it so desires, Operator may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the area and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as are customary and usual in the area in contracts of independent contractors who are doing work of a similar nature. All work performed or materials supplied by affiliates or related parties of Operator shall be performed or supplied at competitive rates, pursuant to written agreement, and in accordance with customs and standards prevailing in the industry.

2. Discharge of Joint Account Obligations: Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in Exhibit "C." Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

3. Protection from Liens: Operator shall pay, or cause to be paid, as and when they become due and payable, all accounts of contractors and wages and salaries for services rendered or performed, and for materials supplied on, to or in respect of the Contract Area or any operations for the joint account thereof, and shall keep the Contract Area free from liens and encumbrances resulting therefrom except for those resulting from a bona fide dispute as to services rendered or materials supplied.

4. Custody of Funds: Operator shall hold for the account of the Non-Operators any funds of the Non-Operators advanced or paid to the Operator, either for the conduct of operations hereunder or as a result of the sale of production from the Contract Area, and such funds shall remain the funds of the Non-Operators on whose account they are advanced or paid until used for their intended purpose or otherwise delivered to the Non-Operators or applied toward the payment of debts as provided in Article VII.B. Nothing in this paragraph shall be construed to establish a fiduciary relationship between Operator and Non-Operators for any purpose other than to account for Non-Operator funds as herein specifically provided. Nothing in this paragraph shall require the maintenance by Operator of separate accounts for the funds of Non-Operators unless the parties otherwise specifically agree.

5. Access to Contract Area and Records: Operator shall, except as otherwise provided herein, permit each Non-Operator or its duly authorized representative, at the Non-Operator's sole risk and cost, full and free access at all reasonable times to all operations of every kind and character being conducted for the joint account on the Contract Area and to the records of operations conducted thereon or production therefrom, including Operator's books and records relating thereto. Such access rights shall not be exercised in a manner interfering with Operator's conduct of an operation hereunder and shall not obligate Operator to furnish any geologic or geophysical data of an interpretive nature unless the cost of preparation of such interpretive data was charged to the joint account. Operator will furnish to each Non-Operator upon request copies of any and all reports and information obtained by Operator in connection with production and related items, including, without limitation, meter and chart reports, production purchaser statements, run tickets and monthly gauge reports, but excluding purchase contracts and pricing information to the extent not applicable to the production of the Non-Operator seeking the information. Any audit of Operator's records relating to amounts expended and the appropriateness of such expenditures shall be conducted in accordance with the audit protocol specified in Exhibit "C."

6. Filing and Furnishing Governmental Reports: Operator will file, and upon written request promptly furnish copies to each requesting Non-Operator not in default of its payment obligations, all operational notices, reports or applications required to be filed by local, State, Federal or Indian agencies or authorities having jurisdiction over operations hereunder.

Each Non-Operator shall provide to Operator on a timely basis all information necessary to Operator to make such filings. ~~Completed, Reworked, Recompleted, Sidetracked or Plugged Back~~
7. Drilling and Testing Operations: The following provisions shall apply to each well drilled/ hereunder, including but not limited to the Initial Well:

(a) Operator will promptly advise Non-Operators of the date on which the well is spudded, or the date on which drilling operations are commenced.

(b) Operator will send to Non-Operators/ such reports, test results and notices regarding the progress of operations on the well as the Non-Operators shall reasonably request, including, but not limited to, daily drilling reports, completion reports, and well logs.

(c) ~~Operator shall adequately test all Zones encountered which may reasonably be expected to be capable of producing Oil and Gas in paying quantities as a result of examination of the electric log or any other logs or cores or tests conducted hereunder.~~

8. Cost Estimates: Upon request of any Consenting Party, Operator shall furnish estimates of current and cumulative costs incurred for the joint account at reasonable intervals during the conduct of any operation pursuant to this agreement. Operator shall not be held liable for errors in such estimates so long as the estimates are made in good faith.

9. Insurance: At all times while operations are conducted hereunder, Operator shall comply with the workers compensation law of the state where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be as provided in Exhibit "C." Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D" attached hereto and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the workers compensation law of the state where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event automobile liability insurance is specified in said Exhibit "D," or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's automotive equipment.

**ARTICLE VI.
DRILLING AND DEVELOPMENT**

A. Initial Well

On or before the _____ day of _____, Operator shall commence the drilling of the Initial Well at the following location:

and shall thereafter continue the drilling of the well with due diligence to

The drilling of the Initial Well and the participation therein by all parties is obligatory, subject to Article VI.C.1. as to participation in Completion operations and Article VI.F. as to termination of operations and Article XI as to occurrence of force majeure.

B. Subsequent Operations:

1. Proposed Operations: If any party hereto should desire to drill any well on the Contract Area other than the Initial Well, or if any party should desire to Rework, Sidetrack, Deepen, Recomplete or Plug Back a dry hole or a well no longer capable of producing in paying quantities in which such party has not otherwise relinquished its interest in the proposed objective Zone under this agreement, the party desiring to drill, Rework, Sidetrack, Deepen, Recomplete or Plug Back such a well shall give written notice of the proposed operation to the parties who have not otherwise relinquished their interest in such objective Zone under this agreement and to all other parties in the case of a proposal for Sidetracking or Deepening, specifying the work to be performed, the location, proposed depth, objective Zone and the estimated cost of the operation. The parties to whom such a notice is delivered shall have thirty (30) days after receipt of the notice within which to notify the party proposing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of a proposal to Rework, Sidetrack, Recomplete, Plug Back or Deepen may be given by telephone and the response period shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday and legal holidays. Failure of a party to whom such notice is delivered to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any proposal by a party to conduct an operation conflicting with the operation initially proposed shall be delivered to all parties within the time and in the manner provided in Article VI.B.6.

If all parties to whom such notice is delivered elect to participate in such a proposed operation, the parties shall be contractually committed to participate therein provided such operations are commenced within the time period hereafter set forth, and Operator shall, no later than ninety (90) days after expiration of the notice period of thirty (30) days (or as promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be), actually commence the proposed operation and thereafter complete it with due diligence at the risk and expense of the parties participating therein; provided, however, said commencement date may be extended upon written notice of same by Operator to the other parties, for a period of up to thirty (30) additional days if, in the sole opinion of Operator, such additional time is reasonably necessary to obtain permits from governmental authorities, surface rights (including rights-of-way) or appropriate drilling equipment, or to complete title examination or curative matter required for title approval or acceptance. If the actual operation has not been commenced within the time provided (including any extension thereof as specifically permitted herein or in the force majeure provisions of Article XI) and if any party hereto still desires to conduct said operation, written notice proposing same must be resubmitted to the other parties in accordance herewith as if no prior proposal had been made. Those parties that did not participate in the drilling of a well for which a proposal to Deepen or Sidetrack is made hereunder shall, if such parties desire to participate in the proposed Deepening or Sidetracking operation, reimburse the Drilling Parties in accordance with Article VI.B.4. in the event of a Deepening operation and in accordance with Article VI.B.5. in the event of a Sidetracking operation.

2. Operations by Less Than All Parties:

(a) Determination of Participation. If any party to whom such notice is delivered as provided in Article VI.B.1. or VI.C.1. (Option No. 2) elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this Article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, no later than ninety (90) days after the expiration of the notice period of thirty (30) days (or as promptly as practicable after the expiration of the forty-eight (48) hour period when a drilling rig is on location, as the case may be) actually commence the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (i) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (ii) designate one of the Consenting Parties as Operator to perform such work. The rights and duties granted to and imposed upon the Operator under this agreement are granted to and imposed upon the party designated as Operator for an operation in which the original Operator is a Non-Consenting Party. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise all Parties of the total interest of the parties approving such operation and its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday, and legal holidays) after delivery of such notice, shall advise the proposing party of its desire to (i) limit participation to such party's interest as shown on Exhibit "A" or (ii) carry only its proportionate part (determined by dividing such party's interest in the Contract Area by the interests of all Consenting Parties in the Contract Area) of Non-Consenting Parties' interests, or (iii) carry its proportionate part (determined as provided in (ii)) of Non-Consenting Parties' interests together with all or a portion of its proportionate part of any Non-Consenting Parties' interests that any Consenting Party did not elect to take. Any interest of Non-Consenting Parties that is not carried by a Consenting Party shall be deemed to be carried by the party proposing the operation if such party does not withdraw its proposal. Failure to advise the proposing party within the time required shall be deemed an election under (i). In the event a drilling rig is on location, notice may be given by telephone, and the time permitted for such a response shall not exceed a total of forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays). The proposing party, at its election, may withdraw such proposal if there is less than 100% participation and shall notify all parties of such decision within ten (10) days, or within twenty-four (24) hours if a drilling rig is on location, following expiration of the applicable response period. If 100% subscription to the proposed operation is obtained, the proposing party shall promptly notify the Consenting Parties of their proportionate interests in the operation and the party serving as Operator shall commence such operation within the period provided in Article VI.B.1., subject to the same extension right as provided therein.

(b) Relinquishment of Interest for Non-Participation. The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, then subject to Articles VI.B.6. and VI.E.3., the Consenting Parties shall plug and abandon the well and restore

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the surface location at their sole cost, risk and expense; provided, however, that those Non-Consenting Parties that participated in the drilling, Deepening or Sidetracking of the well shall remain liable for, and shall pay, their proportionate shares of the cost of plugging and abandoning the well and restoring the surface location insofar only as those costs were not increased by the subsequent operations of the Consenting Parties. If any well drilled, Reworked, Sidetracked, Deepened, Recompleted or Plugged Back under the provisions of this Article results in a well capable of producing Oil and/or Gas in paying quantities, the Consenting Parties shall Complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator (if the Operator did not conduct the operation) and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, Reworking, Sidetracking, Recompleting, Deepening or Plugging Back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom or, in the case of a Reworking, Sidetracking, Deepening, Recompleting or Plugging Back, or a Completion pursuant to Article VI.C.1. Option No. 2, all of such Non-Consenting Party's interest in the production obtained from the operation in which the Non-Consenting Party did not elect to participate. Such relinquishment shall be effective until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting applicable ad valorem, production, severance, and excise taxes, royalty, overriding royalty and other interests not excepted by Article III.C. payable out of or measured by the production from such well accruing with respect to such interest until it reverts), shall equal the total of the following:

(i) 100 % of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including but not limited to stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to such Non-Consenting Party had it participated in the well from the beginning of the operations; and

(ii) 400 % of (a) that portion of the costs and expenses of drilling, Reworking, Sidetracking, Deepening, Plugging Back, testing, Completing, and Recompleting, after deducting any cash contributions received under Article VIII.C., and of (b) that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

Notwithstanding anything to the contrary in this Article VLB., if the well does not reach the deepest objective Zone described in the notice proposing the well for reasons other than the encountering of granite or practically impenetrable substance or other condition in the hole rendering further operations impracticable, Operator shall give notice thereof to each Non-Consenting Party who submitted or voted for an alternative proposal under Article VLB.6, to drill the well to a shallower Zone than the deepest objective Zone proposed in the notice under which the well was drilled, and each such Non-Consenting Party shall have the option to participate in the initial proposed Completion of the well by paying its share of the cost of drilling the well to its actual depth, calculated in the manner provided in Article VLB.4. (a). If any such Non-Consenting Party does not elect to participate in the first Completion proposed for such well, the relinquishment provisions of this Article VLB.2. (b) shall apply to such party's interest.

(c) Reworking, Recompleting or Plugging Back. An election not to participate in the drilling, Sidetracking or Deepening of a well shall be deemed an election not to participate in any Reworking or Plugging Back operation proposed in such a well, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Similarly, an election not to participate in the Completing or Recompleting of a well shall be deemed an election not to participate in any Reworking operation proposed in such a well, or portion thereof, to which the initial non-consent election applied that is conducted at any time prior to full recovery by the Consenting Parties of the Non-Consenting Party's recoupment amount. Any such Reworking, Recompleting or Plugging Back operation conducted during the recoupment period shall be deemed part of the cost of operation of said well and there shall be added to the sums to be recouped by the Consenting Parties 100 % of that portion of the costs of the Reworking, Recompleting or Plugging Back operation which would have been chargeable to such Non-Consenting Party had it participated therein. If such a Reworking, Recompleting or Plugging Back operation is proposed during such recoupment period, the provisions of this Article VLB. shall be applicable as between said Consenting Parties in said well.

(d) Recoupment Matters. During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all ad valorem, production, severance, excise, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production not excepted by Article III.C.

In the case of any Reworking, Sidetracking, Plugging Back, Recompleting or Deepening operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such Reworking, Sidetracking, Plugging Back, Recompleting or Deepening, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within ninety (90) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, Sidetracking, Deepening, Plugging Back, testing, Completing, Recompleting, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each ^{quarter} month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of Oil and Gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding ^{quarter} month. In determining the quantity of Oil and Gas produced during any month, Consenting Parties shall use industry accepted methods such as but not limited to metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-

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1 Consenting Party.

2 If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided
3 for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it as of 7:00 a.m. on the day
4 following the day on which such recoupment occurs, and, from and after such reversion, such Non-Consenting Party shall
5 own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as
6 such Non-Consenting Party would have been entitled to had it participated in the drilling, Sidetracking, Reworking,
7 Deepening, Recompleting or Plugging Back of said well. Thereafter, such Non-Consenting Party shall be charged with and
8 shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this
9 agreement and Exhibit "C" attached hereto.

10 3. Stand-By Costs: When a well which has been drilled or Deepened has reached its authorized depth and all tests have
11 been completed and the results thereof furnished to the parties, or when operations on the well have been otherwise
12 terminated pursuant to Article VI.F., stand-by costs incurred pending response to a party's notice proposing a Reworking,
13 Sidetracking, Deepening, Recompleting, Plugging Back or Completing operation in such a well (including the period required
14 under Article VI.B.6. to resolve competing proposals) shall be charged and borne as part of the drilling or Deepening
15 operation just completed. Stand-by costs subsequent to all parties responding, or expiration of the response time permitted,
16 whichever first occurs, and prior to agreement as to the participating interests of all Consenting Parties pursuant to the terms
17 of the second grammatical paragraph of Article VI.B.2. (a), shall be charged to and borne as part of the proposed operation,
18 but if the proposal is subsequently withdrawn because of insufficient participation, such stand-by costs shall be allocated
19 between the Consenting Parties in the proportion each Consenting Party's interest as shown on Exhibit "A" bears to the total
20 interest as shown on Exhibit "A" of all Consenting Parties.

21 In the event that notice for a Sidetracking operation is given while the drilling rig to be utilized is on location, any party
22 may request and receive up to five (5) additional days after expiration of the forty-eight hour response period specified in
23 Article VI.B.1., within which to respond by paying for all stand-by costs and other costs incurred during such extended
24 response period; Operator may require such party to pay the estimated stand-by time in advance as a condition to extending
25 the response period. If more than one party elects to take such additional time to respond to the notice, standby costs shall be
26 allocated between the parties taking additional time to respond on a day-to-day basis in the proportion each electing party's
27 interest as shown on Exhibit "A" bears to the total interest as shown on Exhibit "A" of all the electing parties.

28 4. Deepening: If less than all parties elect to participate in a drilling, Sidetracking, or Deepening operation proposed
29 pursuant to Article VI.B.1., the interest relinquished by the Non-Consenting Parties to the Consenting Parties under Article
30 VI.B.2. shall relate only and be limited to the lesser of (i) the total depth actually drilled or (ii) the objective depth or Zone
31 of which the parties were given notice under Article VI.B.1. ("Initial Objective"). Such well shall not be Deepened beyond the
32 Initial Objective without first complying with this Article to afford the Non-Consenting Parties the opportunity to participate
33 in the Deepening operation.

34 In the event any Consenting Party desires to drill or Deepen a Non-Consent Well to a depth below the Initial Objective,
35 such party shall give notice thereof, complying with the requirements of Article VI.B.1., to all parties (including Non-
36 Consenting Parties). Thereupon, Articles VI.B.1. and 2. shall apply and all parties receiving such notice shall have the right to
37 participate or not participate in the Deepening of such well pursuant to said Articles VI.B.1. and 2. If a Deepening operation
38 is approved pursuant to such provisions, and if any Non-Consenting Party elects to participate in the Deepening operation,
39 such Non-Consenting party shall pay or make reimbursement (as the case may be) of the following costs and expenses.

40 (a) If the proposal to Deepen is made prior to the Completion of such well as a well capable of producing in paying
41 quantities, such Non-Consenting Party shall pay (or reimburse Consenting Parties for, as the case may be) that share of costs
42 and expenses incurred in connection with the drilling of said well from the surface to the Initial Objective which Non-
43 Consenting Party would have paid had such Non-Consenting Party agreed to participate therein, plus the Non-Consenting
44 Party's share of the cost of Deepening and of participating in any further operations on the well in accordance with the other
45 provisions of this Agreement; provided, however, all costs for testing and Completion or attempted Completion of the well
46 incurred by Consenting Parties prior to the point of actual operations to Deepen beyond the Initial Objective shall be for the
47 sole account of Consenting Parties.

48 (b) If the proposal is made for a Non-Consent Well that has been previously Completed as a well capable of producing
49 in paying quantities, but is no longer capable of producing in paying quantities, such Non-Consenting Party shall pay (or
50 reimburse Consenting Parties for, as the case may be) its proportionate share of all costs of drilling, Completing, and
51 equipping said well from the surface to the Initial Objective, calculated in the manner provided in paragraph (a) above, less
52 those costs recouped by the Consenting Parties from the sale of production from the well. The Non-Consenting Party shall
53 also pay its proportionate share of all costs of re-entering said well. The Non-Consenting Parties' proportionate part (based
54 on the percentage of such well Non-Consenting Party would have owned had it previously participated in such Non-Consent
55 Well) of the costs of salvable materials and equipment remaining in the hole and salvable surface equipment used in
56 connection with such well shall be determined in accordance with Exhibit "C." If the Consenting Parties have recouped the
57 cost of drilling, Completing, and equipping the well at the time such Deepening operation is conducted, then a Non-
58 Consenting Party may participate in the Deepening of the well with no payment for costs incurred prior to re-entering the
59 well for Deepening

60 The foregoing shall not imply a right of any Consenting Party to propose any Deepening for a Non-Consent Well prior
61 to the drilling of such well to its Initial Objective without the consent of the other Consenting Parties as provided in Article
62 VI.F.

63 **If Less than all the Consenting Parties to the drilling of Horizontal or Multi-Lateral Well, elect to participate in a**
64 **Deepening operation, proposed pursuant to Article VI.B.1, within an existing Lateral of such Horizontal or Multi-lateral Well, the**
65 **interest relinquished by the Non-Consenting Parties to the Consenting Parties under Article VI.B.2 shall be all of such Non-**
66 **Consenting Party's interest in such Horizontal or Multi-lateral Well, until such time as the requisite percentage of such Non-**
67 **Consenting Party's proportionate share of the costs of such Deepening operation has been recouped by the Consenting Parties,**
68 **pursuant to Section VI.B.2(b)(ii).**

69 5. Sidetracking: Any party having the right to participate in a proposed Sidetracking operation that does not own an
70 interest in the affected wellbore at the time of the notice shall, upon electing to participate, tender to the wellbore owners its
71 proportionate share (equal to its interest in the Sidetracking operation) of the value of that portion of the existing wellbore
72 to be utilized as follows:

73 (a) If the proposal is for Sidetracking an existing dry hole, reimbursement shall be on the basis of the actual costs
74 incurred in the initial drilling of the well down to the depth at which the Sidetracking operation is initiated.

75 (b) If the proposal is for Sidetracking a well which has previously produced, reimbursement shall be on the basis of
76 such party's proportionate share of drilling and equipping costs incurred in the initial drilling of the well down to the depth
77 at which the Sidetracking operation is conducted, calculated in the manner described in Article VI.B.4(b) above. Such party's

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proportionate share of the cost of the well's salvable materials and equipment down to the depth at which the Sidetracking operation is initiated shall be determined in accordance with the provisions of Exhibit "C".
This Article VI.B.5, "Sidetracking," shall not apply to operations in an existing Lateral of a Horizontal or Multi-Lateral Well. Drilling operations which are intended to recover penetration of the objective formation(s) which are conducted in a Horizontal or Multi-Lateral Well shall be considered as included in the original proposed drilling operations.

6. Order of Preference of Operations. Except as otherwise specifically provided in this agreement, if any party desires to propose the conduct of an operation that conflicts with a proposal that has been made by a party under this Article VI, such party shall have fifteen (15) days from delivery of the initial proposal, in the case of a proposal to drill a well or to perform an operation on a well where no drilling rig is on location, or twenty-four (24) hours, exclusive of Saturday, Sunday and legal holidays, from delivery of the initial proposal, if a drilling rig is on location for the well on which such operation is to be conducted, to deliver to all parties entitled to participate in the proposed operation such party's alternative proposal, such alternate proposal to contain the same information required to be included in the initial proposal. Each party receiving such proposals shall elect by delivery of notice to Operator within five (5) days after expiration of the proposal period, or within twenty-four (24) hours (exclusive of Saturday, Sunday and legal holidays) if a drilling rig is on location for the well that is the subject of the proposals, to participate in one of the competing proposals. Any party not electing within the time required shall be deemed not to have voted. The proposal receiving the vote of parties owning the largest aggregate percentage interest of the parties voting shall have priority over all other competing proposals; in the case of a tie vote, the initial proposal shall prevail. Operator shall deliver notice of such result to all parties entitled to participate in the operation within five (5) days after expiration of the election period (or within twenty-four (24) hours, exclusive of Saturday, Sunday and legal holidays, if a drilling rig is on location). Each party shall then have two (2) days (or twenty-four (24) hours if a rig is on location) from receipt of such notice to elect by delivery of notice to Operator to participate in such operation or to relinquish interest in the affected well pursuant to the provisions of Article VI.B.2.; failure by a party to deliver notice within such period shall be deemed an election not to participate in the prevailing proposal.

7. Conformity to Spacing Pattern. Notwithstanding the provisions of this Article VI.B.2., it is agreed that no wells shall be proposed to be drilled to or Completed in or produced from a Zone from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such Zone, as directed by applicable governmental authority.

8. Paying Wells. No party shall conduct any Reworking, Deepening, Plugging Back, Completion, Recompletion, or Sidetracking operation under this agreement with respect to any well then capable of producing in paying quantities except with the consent of all parties that have not relinquished interests in the well at the time of such operation.

C. Completion of Wells; Reworking and Plugging Back:

1. Completion: Without the consent of all parties, no well shall be drilled, Deepened or Sidetracked, except any well drilled, Deepened or Sidetracked pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the drilling, Deepening or Sidetracking shall include:

- ☒ Option No. 1: All necessary expenditures for the drilling, Deepening or Sidetracking, testing, Completing and equipping of the well, a Horizontal or Multi-Lateral Well, including necessary tankage and/or surface facilities. For any Horizontal or Multi-Lateral Well subject to this Agreement, Completion operations shall be included in the proposed drilling operations for such well.
- ☒ Option No. 2: All necessary expenditures for the drilling, Deepening or Sidetracking and testing of / the well. When such well has reached its authorized depth, and all logs, cores and other tests have been completed, and the results thereof furnished to the parties, Operator shall give immediate notice to the Non-Operators having the right to participate in a Completion attempt whether or not Operator recommends attempting to Complete the well, together with Operator's AFE for Completion costs if not previously provided. The parties receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect by delivery of notice to Operator to participate in a recommended Completion attempt or to make a Completion proposal with an accompanying AFE. Operator shall deliver any such Completion proposal, or any Completion proposal conflicting with Operator's proposal, to the other parties entitled to participate in such Completion in accordance with the procedures specified in Article VI.B.6. Election to participate in a Completion attempt shall include consent to all necessary expenditures for the Completing and equipping of such well, including necessary tankage and/or surface facilities but excluding any stimulation operation not contained on the Completion AFE. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the Completion attempt; provided, that Article VI.B.6. shall control in the case of conflicting Completion proposals. If one or more, but less than all of the parties, elect to attempt a Completion, the provision of Article VI.B.2. hereof (the phrase "Reworking, Sidetracking, Deepening, Recompleting or Plugging Back" as contained in Article VI.B.2. shall be deemed to include "Completing") shall apply to the operations thereafter conducted by less than all parties; provided, however, that Article VI.B.2. shall apply separately to each separate Completion or Recompletion attempt undertaken hereunder, and an election to become a Non-Consenting Party as to one Completion or Recompletion attempt shall not prevent a party from becoming a Consenting Party in subsequent Completion or Recompletion attempts regardless whether the Consenting Parties as to earlier Completions or Recompletion have recouped their costs pursuant to Article VI.B.2.; provided further, that any recoupment of costs by a Consenting Party shall be made solely from the production attributable to the Zone in which the Completion attempt is made. Election by a previous Non-Consenting party to participate in a subsequent Completion or Recompletion attempt shall require such party to pay its proportionate share of the cost of salvable materials and equipment installed in the well pursuant to the previous Completion or Recompletion attempt, insofar and only insofar as such materials and equipment benefit the Zone in which such party participates in a Completion attempt. Notwithstanding anything herein to the contrary, Option 1 shall apply to any Horizontal or Multi-Lateral Well and Option 2 shall apply to any Vertical Wells.

2. Rework, Recomplete or Plug Back: No well shall be Reworked, Recompleted or Plugged Back except a well Reworked, Recompleted, or Plugged Back pursuant to the provisions of Article VI.B.2. of this agreement. Consent to the Reworking, Recompleting or Plugging Back of a well shall include all necessary expenditures in conducting such operations and Completing and equipping of said well, including necessary tankage and/or surface facilities.

D. Other Operations:

Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of Seventy-Five Thousand and no/100 Dollars (\$ 75,000.00) except in connection with the drilling, Sidetracking, Reworking, Deepening, Completing, Recompleting or Plugging Back of a well that has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the

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1 emergency to the other parties. If Operator prepares an AFE for its own use, Operator shall furnish any Non-Operator so
2 requesting an information copy thereof for any single project costing in excess of Seventy-Five Thousand and no/100 Dollars
3 (\$ 75,000.00). Any party who has not relinquished its interest in a well shall have the right to propose that
4 Operator perform repair work or undertake the installation of artificial lift equipment or ancillary production facilities such as
5 salt water disposal wells or to conduct additional work with respect to a well drilled hereunder or other similar project (but
6 not including the installation of gathering lines or other transportation or marketing facilities, the installation of which shall
7 be governed by separate agreement between the parties) reasonably estimated to require an expenditure in excess of the
8 amount first set forth above in this Article VI.D. (except in connection with an operation required to be proposed under
9 Articles VI.B.1. or VI.C.1. Option No. 2, which shall be governed exclusively by those Articles). Operator shall deliver such
10 proposal to all parties entitled to participate therein. If within thirty (30) days thereof Operator secures the written consent
11 of any party or parties owning at least 50 % of the interests of the parties entitled to participate in such operation,
12 each party having the right to participate in such project shall be bound by the terms of such proposal and shall be obligated
13 to pay its proportionate share of the costs of the proposed project as if it had consented to such project pursuant to the terms
14 of the proposal.

15 E. Abandonment of Wells:

16 1. Abandonment of Dry Holes: Except for any well drilled or Deepened pursuant to Article VI.B.2., any well which has
17 been drilled or Deepened under the terms of this agreement and is proposed to be completed as a dry hole shall not be
18 plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any
19 party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) after
20 delivery of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the
21 proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the
22 cost, risk and expense of the parties who participated in the cost of drilling or Deepening such well. Any party who objects to
23 plugging and abandoning such well by notice delivered to Operator within forty-eight (48) hours (exclusive of Saturday,
24 Sunday and legal holidays) after delivery of notice of the proposed plugging shall take over the well as of the end of such
25 forty-eight (48) hour notice period and conduct further operations in search of Oil and/or Gas subject to the provisions of
26 Article VI.B.; failure of such party to provide proof reasonably satisfactory to Operator of its financial capability to conduct
27 such operations or to take over the well within such period or thereafter to conduct operations on such well or plug and
28 abandon such well shall entitle Operator to retain or take possession of the well and plug and abandon the well. The party
29 taking over the well shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties against
30 liability for any further operations conducted on such well except for the costs of plugging and abandoning the well and
31 restoring the surface, for which the abandoning parties shall remain proportionately liable.

32 2. Abandonment of Wells That Have Produced: Except for any well in which a Non-Consent operation has been
33 conducted hereunder for which the Consenting Parties have not been fully reimbursed as herein provided, any well which has
34 been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to
35 such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk
36 and expense of all the parties hereto. Failure of a party to reply within sixty (60) days of delivery of notice of proposed
37 abandonment shall be deemed an election to consent to the proposal. If, within sixty (60) days after delivery of notice of the
38 proposed abandonment of any well, all parties do not agree to the abandonment of such well, those wishing to continue its
39 operation from the Zone then open to production shall be obligated to take over the well as of the expiration of the
40 applicable notice period and shall indemnify Operator (if Operator is an abandoning party) and the other abandoning parties
41 against liability for any further operations on the well conducted by such parties. Failure of such party or parties to provide
42 proof reasonably satisfactory to Operator of their financial capability to conduct such operations or to take over the well
43 within the required period or thereafter to conduct operations on such well shall entitle operator to retain or take possession
44 of such well and plug and abandon the well.

45 Parties taking over a well as provided herein shall tender to each of the other parties its proportionate share of the value of
46 the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C," less the estimated cost
47 of salvaging and the estimated cost of plugging and abandoning and restoring the surface; provided, however, that in the event
48 the estimated plugging and abandoning and surface restoration costs and the estimated cost of salvaging are higher than the
49 value of the well's salvable material and equipment, each of the abandoning parties shall tender to the parties continuing
50 operations their proportionate shares of the estimated excess cost. Each abandoning party shall assign to the non-abandoning
51 parties, without warranty, express or implied, as to title or as to quantity, or fitness for use of the equipment and material, all
52 of its interest in the wellbore of the well and related equipment, together with its interest in the Leasehold insofar and only
53 insofar as such Leasehold covers the right to obtain production from that wellbore in the Zone then open to production. If the
54 interest of the abandoning party is or includes an Oil and Gas Interest, such party shall execute and deliver to the non-
55 abandoning party or parties an oil and gas lease, limited to the wellbore and the Zone then open to production, for a term of
56 one (1) year and so long thereafter as Oil and/or Gas is produced from the Zone covered thereby, such lease to be on the form
57 attached as Exhibit "B." The assignments or leases so limited shall encompass the Drilling Unit upon which the well is located.
58 The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their
59 respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract
60 Area of all assignees. There shall be no readjustment of interests in the remaining portions of the Contract Area.

61 Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production
62 from the well in the Zone then open other than the royalties retained in any lease made under the terms of this Article. Upon
63 request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and
64 charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate
65 ownership of the assigned well. Upon proposed abandonment of the producing Zone assigned or leased, the assignor or lessor
66 shall then have the option to repurchase its prior interest in the well (using the same valuation formula) and participate in
67 further operations therein subject to the provisions hereof.

68 3. Abandonment of Non-Consent Operations: The provisions of Article VI.E.1. or VI.E.2. above shall be applicable as
69 between Consenting Parties in the event of the proposed abandonment of any well excepted from said Articles; provided,
70 however, no well shall be permanently plugged and abandoned unless and until all parties having the right to conduct further
71 operations therein have been notified of the proposed abandonment and afforded the opportunity to elect to take over the well
72 in accordance with the provisions of this Article VI.E.; and provided further, that Non-Consenting Parties who own an interest
73 in a portion of the well shall pay their proportionate shares of abandonment and surface restoration cost for such well as
74

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1 provided in Article VI.B.2.(b).

2 3 F. Termination of Operations:

4 Upon the commencement of an operation for the drilling, Reworking, Sidetracking, Plugging Back, Deepening, testing,
5 Completion or plugging of a well, including but not limited to the Initial Well, such operation shall not be terminated without
6 consent of parties bearing ^{greater than} 50% of the costs of such operation; provided, however, that in the event granite or other
7 practically impenetrable substance or condition in the hole is encountered which renders further operations impractical,
8 Operator may discontinue operations and give notice of such condition in the manner provided in Article VI.B.1, and the
9 provisions of Article VI.B. or VLE shall thereafter apply to such operation, as appropriate.

10 G. Taking Production in Kind:

11 ☒ Option No. 1: Gas Balancing Agreement Attached

12 Each party shall have the option to take in kind or separately dispose of its proportionate share of all Oil and Gas produced from the
13 Contract Area, exclusive of production which may be used in development and producing operations and in preparing and
14 treating Oil and Gas for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking
15 in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any
16 party taking its share of production in kind shall be required to pay for only its proportionate share of such part of
17 Operator's surface facilities which it uses.

18 Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in
19 production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment directly from the
20 purchaser thereof for its share of all production.

21 If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate
22 share of the Oil produced from the Contract Area, Operator shall have the right, subject to the revocation at will by
23 the party owning it, but not the obligation, to purchase such Oil or sell it to others at any time and from time to
24 time, for the account of the non-taking party. Any such purchase or sale by Operator may be terminated by
25 Operator upon at least ten (10) days written notice to the owner of said production and shall be subject always to
26 the right of the owner of the production upon at least ten (10) days written notice to Operator to exercise at any
27 time its right to take in kind, or separately dispose of, its share of all Oil not previously delivered to a purchaser.
28 Any purchase or sale by Operator of any other party's share of Oil shall be only for such reasonable periods of time
29 as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a
30 period in excess of one (1) year.

31 Any such sale by Operator shall be in a manner commercially reasonable under the circumstances but Operator
32 shall have no duty to share any existing market or to obtain a price equal to that received under any existing
33 market. The sale or delivery by Operator of a non-taking party's share of Oil under the terms of any existing
34 contract of Operator shall not give the non-taking party any interest in or make the non-taking party a party to said
35 contract. ~~No purchase shall be made by Operator without first giving the non-taking party at least ten (10) days~~
36 ~~written notice of such intended purchase and the price to be paid or the pricing basis to be used.~~

37 All parties shall give timely written notice to Operator of their Gas marketing arrangements for the following
38 month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements.
39 Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which
40 records shall be made available to Non-Operators upon reasonable request.

41 In the event one or more parties' separate disposition of its share of the Gas causes split-stream deliveries to separate
42 pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportion-
43 ate share of total Gas sales to be allocated to it, the balancing or accounting between the parties shall be in accordance with
44 any Gas balancing agreement between the parties hereto, whether such an agreement is attached as Exhibit "E" or is a
45 separate agreement. Operator shall give notice to all parties of the first sales of Gas from any well under this agreement.

46 ☐ Option No. 2: No Gas Balancing Agreement:

47 ~~Each party shall take in kind or separately dispose of its proportionate share of all Oil and Gas produced from~~
48 ~~the Contract Area, exclusive of production which may be used in development and producing operations and in~~
49 ~~preparing and treating Oil and Gas for marketing purposes and production unavoidably lost. Any extra expenditures~~
50 ~~incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall~~
51 ~~be borne by such party. Any party taking its share of production in kind shall be required to pay for only its~~
52 ~~proportionate share of such part of Operator's surface facilities which it uses.~~

53 ~~Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in~~
54 ~~production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment~~
55 ~~directly from the purchaser thereof for its share of all production.~~

56 ~~If any party fails to make the arrangements necessary to take in kind or separately dispose of its proportionate~~
57 ~~share of the Oil and/or Gas produced from the Contract Area, Operator shall have the right, subject to the~~
58 ~~revocation at will by the party owning it, but not the obligation, to purchase such Oil and/or Gas or sell it to others~~
59 ~~at any time and from time to time, for the account of the non-taking party. Any such purchase or sale by Operator~~
60 ~~may be terminated by Operator upon at least ten (10) days written notice to the owner of said production and shall~~
61 ~~be subject always to the right of the owner of the production upon at least ten (10) days written notice to Operator~~
62 ~~to exercise its right to take in kind, or separately dispose of, its share of all Oil and/or Gas not previously delivered~~
63 ~~to a purchaser, provided, however, that the effective date of any such revocation may be deferred at Operator's~~
64 ~~election for a period not to exceed ninety (90) days if Operator has committed such production to a purchase~~
65 ~~contract having a term extending beyond such ten (10) day period. Any purchase or sale by Operator of any other~~
66 ~~party's share of Oil and/or Gas shall be only for such reasonable periods of time as are consistent with the~~
67 ~~minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1)~~
68 ~~year.~~

69 ~~Any such sale by Operator shall be in a manner commercially reasonable under the circumstances, but Operator~~
70 ~~shall have no duty to share any existing market or transportation arrangement or to obtain a price or transportation~~
71 ~~fee equal to that received under any existing market or transportation arrangement. The sale or delivery by~~
72 ~~Operator of a non-taking party's share of production under the terms of any existing contract of Operator shall not~~
73 ~~give the non-taking party any interest in or make the non-taking party a party to said contract. No purchase of Oil~~
74 ~~and Gas and no sale of Gas shall be made by Operator without first giving the non-taking party ten days written~~

notice of such intended purchase or sale and the price to be paid or the pricing basis to be used. Operator shall give notice to all parties of the first sale of Gas from any well under this Agreement. All parties shall give timely written notice to Operator of their Gas marketing arrangements for the following month, excluding price, and shall notify Operator immediately in the event of a change in such arrangements. Operator shall maintain records of all marketing arrangements, and of volumes actually sold or transported, which records shall be made available to Non-Operators upon reasonable request.

ARTICLE VII. EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing the operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally, and no party shall have any liability to third parties hereunder to satisfy the default of any other party in the payment of any expense or obligation hereunder. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership, joint venture, agency relationship or association, or to render the parties liable as partners, co-venturers, or principals. In their relations with each other under this agreement, the parties shall not be considered fiduciaries or to have established a confidential relationship but rather shall be free to act on an arm's-length basis in accordance with their own respective self-interest, subject, however, to the obligation of the parties to act in good faith in their dealings with each other with respect to activities hereunder.

B. Liens and Security Interests:

Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid hereunder, the assignment or relinquishment of interest in Oil and Gas Leases as required hereunder, and the proper performance of operations hereunder. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from gas imbalances or from the sale of Oil and/or Gas at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

To perfect the lien and security agreement provided herein, each party hereto shall execute and acknowledge the recording supplement and/or any financing statement prepared and submitted by any party hereto in conjunction herewith or at any time following execution hereof, and Operator is authorized to file this agreement or the recording supplement executed herewith as a lien or mortgage in the applicable real estate records and as a financing statement with the proper officer under the Uniform Commercial Code in the state in which the Contract Area is situated and such other states as Operator shall deem appropriate to perfect the security interest granted hereunder. Any party may file this agreement, the recording supplement executed herewith, or such other documents as it deems necessary as a lien or mortgage in the applicable real estate records and/or a financing statement with the proper officer under the Uniform Commercial Code.

Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by this Article VII.B., as to all obligations attributable to such interest hereunder whether or not such obligations arise before or after such interest is acquired.

To the extent that parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interests or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest as provided in "Exhibit C," has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.

If any party fails to pay its share of cost within one hundred twenty (120) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in Article VII.B., and each paying party may independently pursue any remedy available hereunder or otherwise.

If any party does not perform all of its obligations hereunder, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshaling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.

Each party agrees that the other parties shall be entitled to utilize the provisions of Oil and Gas lien law or other lien law of any state in which the Contract Area is situated to enforce the obligations of each party hereunder. Without limiting

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1 the generality of the foregoing, to the extent permitted by applicable law, Non-Operators agree that Operator may invoke or
2 utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the
3 payment to Operator of any sum due hereunder for services performed or materials supplied by Operator.

4 C. Advances:

5 Operator, at its election, shall have the right from time to time to demand and receive from one or more of the other
6 parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations
7 hereunder during the next succeeding month/ , which right may be exercised only by submission to each such party of an
8 itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice
9 for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month/ .
10 Each party shall pay to Operator its proportionate share of such estimate within ^{thirty (30)} ~~fifteen (15)~~ days after such estimate and
11 invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as
12 provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end
13 that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

14 D. Defaults and Remedies:

15 If any party fails to discharge any financial obligation under this agreement, including without limitation the failure to
16 make any advance under the preceding Article VII.C. or any other provision of this agreement, within the period required for
17 such payment hereunder, then in addition to the remedies provided in Article VII.B. or elsewhere in this agreement, the
18 remedies specified below shall be applicable. For purposes of this Article VII.D., all notices and elections shall be delivered
19 only by Operator, except that Operator shall deliver any such notice and election requested by a non-defaulting Non-Operator,
20 and when Operator is the party in default, the applicable notices and elections can be delivered by any Non-Operator.
21 Election of any one or more of the following remedies shall not preclude the subsequent use of any other remedy specified
22 below or otherwise available to a non-defaulting party.

23 1. Suspension of Rights: Any party may deliver to the party in default a Notice of Default, which shall specify the default,
24 specify the action to be taken to cure the default, and specify that failure to take such action will result in the exercise of one
25 or more of the remedies provided in this Article. If the default is not cured within thirty (30) days of the delivery of such
26 Notice of Default, all of the rights of the defaulting party granted by this agreement may upon notice be suspended until the
27 default is cured, without prejudice to the right of the non-defaulting party or parties to continue to enforce the obligations of
28 the defaulting parties previously accrued or thereafter accruing under this agreement. If Operator is the party in default, the
29 Non-Operators shall have in addition the right, by vote of Non-Operators owning a majority in interest in the Contract Area
30 after excluding the voting interest of Operator, to appoint a new Operator effective immediately. The rights of a defaulting
31 party that may be suspended hereunder at the election of the non-defaulting parties shall include, without limitation, the right
32 to receive information as to any operation conducted hereunder during the period of such default, the right to elect to
33 participate in an operation proposed under Article VI.B. of this agreement, the right to participate in an operation being
34 conducted under this agreement even if the party has previously elected to participate in such operation, and the right to
35 receive proceeds of production from any well subject to this agreement.

36 2. Suit for Damages: Non-defaulting parties or Operator for the benefit of non-defaulting parties may sue (at joint
37 account expense) to collect the amounts in default, plus interest accruing on the amounts recovered from the date of default
38 until the date of collection at the rate specified in Exhibit "C" attached hereto. Nothing herein shall prevent any party from
39 suing any defaulting party to collect consequential damages accruing to such party as a result of the default.

40 3. Deemed Non-Consent: The non-defaulting party may deliver a written Notice of Non-Consent Election to the
41 defaulting party at any time after the expiration of the thirty-day cure period following delivery of the Notice of Default, in
42 which event if the billing is for the drilling a new well or the Plugging Back, Sidetracking, Reworking or Deepening of a
43 well which is to be or has been plugged as a dry hole, or for the Completion or Recompletion of any well, the defaulting
44 party will be conclusively deemed to have elected not to participate in the operation and to be a Non-Consenting Party with
45 respect thereto under Article VI.B. or VI.C., as the case may be, to the extent of the costs unpaid by such party,
46 notwithstanding any election to participate theretofore made. If election is made to proceed under this provision, then the
47 non-defaulting parties may not elect to sue for the unpaid amount pursuant to Article VII.D.2.

48 Until the delivery of such Notice of Non-Consent Election to the defaulting party, such party shall have the right to cure
49 its default by paying its unpaid share of costs plus interest at the rate set forth in Exhibit "C," provided, however, such
50 payment shall not prejudice the rights of the non-defaulting parties to pursue remedies for damages incurred by the non-
51 defaulting parties as a result of the default. Any interest relinquished pursuant to this Article VII.D.3. shall be offered to the
52 non-defaulting parties in proportion to their interests, and the non-defaulting parties electing to participate in the ownership
53 of such interest shall be required to contribute their shares of the defaulted amount upon their election to participate therein.

54 4. Advance Payment: If a default is not cured within thirty (30) days of the delivery of a Notice of Default, Operator, or
55 Non-Operators if Operator is the defaulting party, may thereafter require advance payment from the defaulting
56 party of such defaulting party's anticipated share of any item of expense for which Operator, or Non-Operators, as the case may
57 be, would be entitled to reimbursement under any provision of this agreement, whether or not such expense was the subject of
58 the previous default. Such right includes, but is not limited to, the right to require advance payment for the estimated costs of
59 drilling a well or Completion of a well as to which an election to participate in drilling or Completion has been made. If the
60 defaulting party fails to pay the required advance payment, the non-defaulting parties may pursue any of the remedies provided
61 in the Article VII.D. or any other default remedy provided elsewhere in this agreement. Any excess of funds advanced remaining
62 when the operation is completed and all costs have been paid shall be promptly returned to the advancing party.

63 5. Costs and Attorneys' Fees: In the event any party is required to bring legal proceedings to enforce any financial
64 obligation of a party hereunder, the prevailing party in such action shall be entitled to recover all court costs, costs of
65 collection, and a reasonable attorney's fee, which the lien provided for herein shall also secure.

66 E. Rentals, Shut-in Well Payments and Minimum Royalties:

67 Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid
68 by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties
69 own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to
70 make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper
71 evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or
72 minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which
73 results from such non-payment shall be borne in accordance with the provisions of Article IV.B.2.

74 Operator shall notify Non-Operators of the anticipated completion of a shut-in well, or the shutting in or return to

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production of a producing well, at least five (5) days (excluding Saturday, Sunday, and legal holidays) prior to taking such action, or at the earliest opportunity permitted by circumstances, but assumes no liability for failure to do so. ~~In the event of failure by Operator to so notify Non-Operators, the loss of any lease contributed hereto by Non-Operators for failure to make timely payments of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV-B-3.~~

F. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on Leases and Oil and Gas Interests contributed by such Non-Operator. If the assessed valuation of any Lease is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such Lease, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the parties hereto in accordance with the tax value generated by each party's working interest. Operator shall bill the other parties for their proportionate shares of all tax payments in the manner provided in Exhibit "C."

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C."

Each party shall pay or cause to be paid all production, severance, excise, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of Oil and Gas produced under the terms of this agreement.

ARTICLE VIII.

ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

The Leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole or in part unless all parties consent thereto.

However, should any party desire to surrender its interest in any Lease or in any portion thereof, such party shall give written notice of the proposed surrender to all parties, and the parties to whom such notice is delivered shall have thirty (30) days after delivery of the notice within which to notify the party proposing the surrender whether they elect to consent thereto. Failure of a party to whom such notice is delivered to reply within said 30-day period shall constitute a consent to the surrender of the Leases described in the notice. If all parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such Lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not consenting to such surrender, if not restricted by the lease or a prior contract. If the interest of the assigning party is or includes an Oil and Gas Interest, the assigning party shall execute and deliver to the party or parties not consenting to such surrender an oil and gas lease covering such Oil and Gas Interest for a term of one (1) year and so long thereafter as Oil and/or Gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B." Upon such assignment or lease, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the interest assigned or leased and the operation of any well attributable thereto, and the assigning party shall have no further interest in the assigned or leased premises and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The party assignee or lessee shall pay to the party assignor or lessor the reasonable salvage value of the latter's interest in any well's salvable materials and equipment attributable to the assigned or leased acreage. The value of all salvable materials and equipment shall be determined in accordance with the provisions of Exhibit "C," less the estimated cost of salvaging and the estimated cost of plugging and abandoning and restoring the surface. If such value is less than such costs, then the party assignor or lessor shall pay to the party assignee or lessee the amount of such deficit. If the assignment or lease is in favor of more than one party, the interest shall be shared by such parties in the proportions that the interest of each bears to the total interest of all such parties. If the interest of the parties to whom the assignment is to be made varies according to depth, then the interest assigned shall similarly reflect such variances.

Any assignment, lease or surrender made under this provision shall not reduce or change the assignor's, lessor's or surrendering party's interest as it was immediately before the assignment, lease or surrender in the balance of the Contract Area; and the acreage assigned, leased or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement but shall be deemed subject to an Operating Agreement in the form of this agreement.

B. Renewal or Extension of Leases:

If any party secures a renewal or replacement of an Oil and Gas Lease or Interest subject to this agreement, then all other parties/ shall be notified promptly upon such acquisition or, in the case of a replacement Lease taken before expiration of an existing Lease, promptly upon expiration of the existing Lease. The parties notified shall have the right for a period of thirty (30) days following delivery of such notice in which to elect to participate in the ownership of the renewal or replacement Lease, insofar as such Lease affects lands within the Contract Area, by paying to the party who acquired it their proportionate shares of the acquisition cost allocated to that part of such Lease within the Contract Area, which shall be in proportion to the interest held at that time by the parties in the Contract Area. Each party who participates in the purchase of a renewal or replacement Lease shall be given an assignment of its proportionate interest therein by the acquiring party.

If some, but less than all, of the parties elect to participate in the purchase of a renewal or replacement Lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal or replacement Lease. The acquisition of a renewal or replacement Lease by any or all of the parties hereto shall not cause a readjustment of the interests of the parties stated in Exhibit "A," but any renewal or replacement Lease in which less than all parties elect to participate shall not be subject to this agreement but shall be deemed subject to a separate Operating Agreement in the form of this agreement.

If the interests of the parties in the Contract Area vary according to depth, then their right to participate proportionately in

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1 renewal or replacement Leases and their right to receive an assignment of interest shall also reflect such depth variances,
2 The provisions of this Article shall apply to renewal or replacement Leases whether they are for the entire interest covered by
3 the expiring Lease or cover only a portion of its area or an interest therein. Any renewal or replacement Lease taken before the
4 expiration of its predecessor Lease, or taken, or contracted for, or becoming effective/ within six (6) months after the expiration of the
5 existing Lease, shall be subject to this provision so long as this agreement is in effect at the time of such acquisition or at the time
6 the renewal or replacement Lease becomes effective, but any Lease taken, or contracted for, / more than six (6) months after the
7 expiration of an existing Lease shall not be deemed a renewal or replacement Lease and shall not be subject to the provisions of this
8 agreement.

9 The provisions in this Article shall also be applicable to extensions of Oil and Gas Leases.

10 C. Acreage or Cash Contributions:

11 While this agreement is in force, if any party contracts for a contribution of cash towards the drilling of a well or any other
12 operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall
13 be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom
14 the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the
15 proportions said Drilling Parties shared the cost of drilling the well. Such acreage shall become a separate Contract Area and, to the
16 extent possible, be governed by provisions identical to this agreement. Each party shall promptly notify all other parties of any
17 acreage or cash contributions it may obtain in support of any well or any other operation on the Contract Area. The above
18 provisions shall also be applicable to optional rights to earn acreage outside the Contract Area which are in support of well drilled
19 inside the Contract Area.

20 If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder,
21 such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

22 D. Assignment; Maintenance of Uniform Interest:

23 For the purpose of maintaining uniformity of ownership in the Contract Area in the Oil and Gas Leases, Oil and Gas
24 Interests, wells, equipment and production covered by this agreement no party shall sell, encumber, transfer or make other
25 disposition of its interest in the Oil and Gas Leases and Oil and Gas Interests embraced within the Contract Area or in wells,
26 equipment and production unless such disposition covers either:

- 27 1. the entire interest of the party in all Oil and Gas Leases, Oil and Gas Interests, wells, equipment and production; or
- 28 2. an equal undivided percent of the party's present interest in all Oil and Gas Leases, Oil and Gas Interests, wells,
29 equipment and production in the Contract Area.

30 Every sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement
31 and shall be made without prejudice to the right of the other parties, and any transferee of an ownership interest in any Oil and
32 Gas Lease or Interest shall be deemed a party to this agreement as to the interest conveyed from and after the effective date of
33 the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale,
34 encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the
35 instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other
36 disposition of interest by a party shall relieve such party of obligations previously incurred by such party hereunder with respect
37 to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation
38 conducted hereunder in which such party has agreed to participate prior to making such assignment, and the lien and security
39 interest granted by Article VII.B. shall continue to burden the interest transferred to secure payment of any such obligations.

40 If, at any time the interest of any party is divided among and owned by/ ^{three} four or more co-owners, Operator, at its discretion,
41 may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures,
42 receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to
43 bind, the co-owners of such party's interest within the scope of the operations embraced in this agreement; however, all such co-
44 owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of
45 the Oil and Gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale
46 proceeds thereof.

47 E. Waiver of Rights to Partition:

48 If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an
49 undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its
50 undivided interest therein.

51 F. Preferential Right to Purchase:

52 ☐ (Optional; Check if applicable.)

53 Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract
54 Area, it shall promptly give written notice to the other parties, with full information concerning its proposed disposition, which
55 shall include the name and address of the prospective transferee (who must be ready, willing and able to purchase), the purchase
56 price, a legal description sufficient to identify the property, and all other terms of the offer. The other parties shall then have an
57 optional prior right, for a period of ten (10) days after the notice is delivered, to purchase for the stated consideration on the
58 same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the
59 purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all
60 purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage
61 its interests, or to transfer title to its interests to its mortgagee in lieu of or pursuant to foreclosure of a mortgage of its interests,
62 or to dispose of its interests by merger, reorganization, consolidation, or by sale of all or substantially all of its Oil and Gas assets
63 to any party, or by transfer of its interests to a subsidiary or parent company or to a subsidiary of a parent company, or to any
64 company in which such party owns a majority of the stock.

65 ARTICLE IX.

66 INTERNAL REVENUE CODE ELECTION

67 If, for federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, and if the
68 parties have not otherwise agreed to form a tax partnership pursuant to Exhibit "G" or other agreement between them, each
69 party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K," Chapter 1, Subtitle
70 "A," of the Internal Revenue Code of 1986, as amended ("Code"), as permitted and authorized by Section 761 of the Code and
71 the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected
72 such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal
73 Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by
74 Treasury Regulation §1.761. Should there be any requirement that each party hereby affected give further evidence of this

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election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K," Chapter 1, Subtitle "A," of the Code, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from operations hereunder can be adequately determined without the computation of partnership taxable income.

ARTICLE X.

CLAIMS AND LAWSUITS

Operator may settle any single uninsured third party damage claim or suit arising from operations hereunder if the expenditure does not exceed Seventy-Five Thousand Dollars (\$ 75,000.00) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expenses of handling settling, or otherwise discharging such claim or suit shall be a the joint expense of the parties participating in the operation from which the claim or suit arises. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, such party shall immediately notify all other parties, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

ARTICLE XI.

FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to indemnify or make money payments or furnish security, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The term "force majeure," as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable. The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

ARTICLE XII.

NOTICES

All notices authorized or required between the parties by any of the provisions of this agreement, unless otherwise specifically provided, shall be in writing and delivered in person or by United States mail, courier service, telegram, telex, telecopier or any other form of facsimile, postage or charges prepaid, and addressed to such parties at the addresses listed on Exhibit "A." All telephone or oral notices permitted by this agreement shall be confirmed immediately thereafter by written notice. The originating notice given under any provision hereof shall be deemed delivered only when received by the party to whom such notice is directed, and the time for such party to deliver any notice in response thereto shall run from the date the originating notice is received. "Receipt" for purposes of this agreement with respect to written notice delivered hereunder shall be actual delivery of the notice to the address of the party to be notified specified in accordance with this agreement, or to the telecopy, facsimile or telex machine of such party. The second or any responsive notice shall be deemed delivered when deposited in the United States mail or at the office of the courier or telegraph service, or upon transmittal by telex, telecopy or facsimile, or when personally delivered to the party to be notified, provided, that when response is required within 24 or 48 hours, such response shall be given orally or by telephone, telex, telecopy or other facsimile within such period. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties. If a party is not available to receive notice orally or by telephone when a party attempts to deliver a notice required to be delivered within 24 or 48 hours, the notice may be delivered in writing by any other method specified herein and shall be deemed delivered in the same manner provided above for any responsive notice.

ARTICLE XIII.

TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the Oil and Gas Leases and/or Oil and Gas Interests subject hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any Lease or Oil and Gas Interest contributed by any other party beyond the term of this agreement.

☒ Option No. 1: So long as any of the Oil and Gas Leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise.

☐ ~~Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in the completion of a well as a well capable of production of Oil and/or Gas in paying quantities, this agreement shall continue in force so long as any such well is capable of production; and for an additional period of 90 days thereafter; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling, Reworking, Deepening, Sidetracking, Plugging Back, testing or attempting to Complete or Re-complete a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is capable of producing Oil and/or Gas from the Contract Area, this agreement shall terminate unless drilling, Deepening, Sidetracking, Completing, Re-completing, Plugging Back or Reworking operations are commenced within 90 days from the date of abandonment of said well. "Abandonment" for such purposes shall mean either (i) a decision by all parties not to conduct any further operations on the well or (ii) the elapse of 180 days from the conduct of any operations on the well, whichever first occurs.~~

The termination of this agreement shall not relieve any party hereto from any expense, liability or other obligation or any

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1 remedy therefor which has accrued or attached prior to the date of such termination.

2 Upon termination of this agreement and the satisfaction of all obligations hereunder, in the event a memorandum of this
3 Operating Agreement has been filed of record, Operator is authorized to file of record in all necessary recording offices a
4 notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon
5 request of Operator, if Operator has satisfied all its financial obligations.

6 ARTICLE XIV.

7 COMPLIANCE WITH LAWS AND REGULATIONS

8 A. Laws, Regulations and Orders:

9 This agreement shall be subject to the applicable laws of the state in which the Contract Area is located, to the valid rules,
10 regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state,
11 and local laws, ordinances, rules, regulations and orders.

12 B. Governing Law:

13 This agreement and all matters pertaining hereto, including but not limited to matters of performance, non-
14 performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and
15 determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states,
16 the law of the state of Utah shall govern.

17 C. Regulatory Agencies:

18 Nothing herein contained shall grant, or be construed to grant, Operator the right or authority to waive or release any
19 rights, privileges, or obligations which Non-Operators may have under federal or state laws or under rules, regulations or
20 orders promulgated under such laws in reference to oil, gas and mineral operations, including the location, operation, or
21 production of wells, on tracts offsetting or adjacent to the Contract Area.

22 With respect to the operations hereunder, Non-Operators agree to release Operator from any and all losses, damages,
23 injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Operator's interpretation
24 or application of rules, rulings, regulations or orders of the Department of Energy or Federal Energy Regulatory Commission
25 or predecessor or successor agencies to the extent such interpretation or application was made in good faith and does not
26 constitute gross negligence. Each Non-Operator further agrees to reimburse Operator for such Non-Operator's share of
27 production or any refund, fine, levy or other governmental sanction that Operator may be required to pay as a result of such
28 an incorrect interpretation or application, together with interest and penalties thereon owing by Operator as a result of such
29 incorrect interpretation or application.

30 ARTICLE XV.

31 MISCELLANEOUS

32 A. Execution:

33 This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been
34 executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of
35 the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which
36 own, in fact, an interest in the Contract Area. Operator may, however, by written notice to all Non-Operators who have
37 become bound by this agreement as aforesaid, given at any time prior to the actual spud date of the Initial Well but in no
38 event later than five days prior to the date specified in Article VI A. for commencement of the Initial Well, terminate this
39 agreement if Operator in its sole discretion determines that there is insufficient participation to justify commencement of
40 drilling operations. In the event of such a termination by Operator, all further obligations of the parties hereunder shall cease
41 as of such termination. In the event any Non-Operator has advanced or prepaid any share of drilling or other costs
42 hereunder, all sums so advanced shall be returned to such Non-Operator without interest. In the event Operator proceeds
43 with drilling operations for the Initial Well without the execution hereof by all persons listed on Exhibit "A" as having a
44 current working interest in such well, Operator shall indemnify Non-Operators with respect to all costs incurred for the
45 Initial Well which would have been charged to such person under this agreement if such person had executed the same and
46 Operator shall receive all revenues which would have been received by such person under this agreement if such person had
47 executed the same.

48 B. Successors and Assigns:

49 This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs,
50 devisees, legal representatives, successors and assigns, and the terms hereof shall be deemed to run with the Leases or
51 interests included within the Contract Area.

52 C. Counterparts:

53 This instrument may be executed in any number of counterparts, each of which shall be considered an original for all
54 purposes.

55 D. Severability:

56 For the purposes of assuming or rejecting this agreement as an executory contract pursuant to federal bankruptcy laws,
57 this agreement shall not be severable, but rather must be assumed or rejected in its entirety, and the failure of any party to
58 this agreement to comply with all of its financial obligations provided herein shall be a material default.

59 ARTICLE XVI.

60 OTHER PROVISIONS

61 SEE ATTACHED FOR ADDITIONAL PROVISIONS
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**ARTICLE XVI.
OTHER PROVISIONS**

A. Default Non-Consent Provision:

If any Party (including Operator) fails to pay its share of costs and expenses on or before thirty (30) days following the date that the payment is due, the Operator (or any Non-Operator if Operator is the delinquent Party) may deliver a written notice of default. If such default continues for a period of ten (10) days following delivery of such notice of default, then any Party not in default may deliver a Notice of Relinquishment to the defaulting Party to the following effect:

- a. If the default involves the drilling of a new well or the plugging back, reworking or deepening (including sidetracking) of a well which is to be or has been plugged as a dry hole or for the sidetracking, testing, completion, recompletion or equipping of any well, the defaulting Party will be deemed to have elected not to participate in the operation and to be a non-consenting Party with respect thereto under Article VI.B (to the extent of the costs and expenses subsequent to the Notice of Relinquishment), notwithstanding any election to participate theretofore made. Such non-consenting Party shall also be deemed to have relinquished to the consenting Parties (without right of reversion) any interest which was to be earned by performance of the contemplated or ongoing operation.
- b. The defaulting Party shall be relieved of the obligation to share further expenses for the operation subsequent to the date of the Notice of Relinquishment; however, the delivery of such Notice of Relinquishment to the defaulting Party shall not terminate the rights of the non-defaulting Party to exercise any other remedy available to them for such default including, without limitation, a suit for recovery of the amount in default and for the recovery of consequential damages caused by such default. During the period of such default and until such time as a recovery of the amount in default is obtained by the non-defaulting Party, the non-defaulting Party may suspend the defaulting Party's right to receive well information and the right to receive notices of future operations.
- c. Any interest relinquished pursuant to this Article shall be owned by the non-defaulting Party and the non-defaulting Party shall assume the defaulting Party's share of the ownership and obligations in proportion to their interest.
- d. Notwithstanding anything to the contrary contained herein, in the event any Party hereto disputes in good faith an invoice or statement that is the subject of the default and notice has been given pursuant to the provisions hereof, such Party may avoid the imposition of the remedies for such default contained in this Operating Agreement by paying the undisputed amount into an account at a bank requiring the signatures of both such Party and the Operation (or, if the Operator is the Party in default, a Non-Operator designated by the Non-Operators) in order to release such funds. Such funds, or portions thereof, shall be released to the Party entitled thereof upon the resolution of the issue raised by the objecting Party.

Notwithstanding anything to the contrary contained in this Agreement, in the event any Party assigns a part of its working interest in and to all or any portion of the Contract Area to a third party, such assigning Party shall remain primarily liable to the other Parties for the interest(s) assigned and shall pay the entire amount of statements and billings rendered to it until such time as the selling Party has furnished the other Parties with a properly recorded assignment of such interest(s).

B. Operations Commenced Within Notice Period:

Notwithstanding anything herein to the contrary, in the event Operator undertakes any operation hereunder prior to the expiration of the notice period and Non-Operator elects to not participate in such operation, Non-Operator shall be considered a non-consenting party subject to the terms of Article VI.B.2. The non-consent penalty shall apply if a party non-consents (including a non-consent deemed as such by a failure to timely elect) to a proposed operation even if the operation is commenced before the deadline. Further, Non-Operator shall not be entitled to any well information for any operation hereunder until it makes its election for such operation.

C. Confidentiality:

Except as otherwise specifically provided herein, during the term of this Agreement, all geophysical, geological, and engineering information acquired hereunder shall be the property of the parties hereto as herein provided, and the parties agree, and do hereby bind themselves, their successors and assigns, to accept and keep such information confidential and for the exclusive use of the parties concerned for the term hereof. Except as otherwise specifically provided herein, well information shall be the sole and confidential property of the parties participating in the cost of the well, but such information may be disclosed to a non-drilling party to this agreement if a drilling party is so obligated, and may be disposed of in any manner they may determine by unanimous agreement, without the consent of any other parties to this Agreement.

Notwithstanding any other provisions of the Agreement, any party may disclose information, without the consent of the other parties, (i) to governmental agencies when required by such agency, (ii) to reputable financial institutions in connection with a bona fide financial transaction, (iii) to bona fide consultants and accredited engineering firms for the purpose of evaluation on a confidential basis, (iv) to reputable and financially responsible third parties with whom a party is engaged in a bona fide effort to sell all or part of its interest in the Contract Area of the Agreement, and (v) third parties with whom a party is engaged in a bona fide effort to effect a merger or consolidation or which third party proposed to acquire all or a controlling part of the stock in a party hereto or to purchase all or substantially all of the assets of a party hereto or affiliates of parties hereto; provided that a third party who is permitted access to confidential data pursuant to this Paragraph shall agree in writing not to communicate such information to anyone and to make no use of such information adverse to the parties hereto within the area covered by such information during the period of time such information remains confidential hereunder; and provided further that the party disclosing the confidential data shall indemnify and hold the other parties hereto harmless against losses resulting from its disclosure to non-governmental third parties.

D. Arbitration Provision:

- a. Arbitration Procedures. All disputes arising out of or relating to the following (each a "Dispute"), whether in contract, in tort, statutory or otherwise, shall be finally and solely resolved by binding arbitration in Texas administered by the American Arbitration Association (the "AAA") in

accordance with the Commercial Arbitration Rules of the AAA, this Article XVI.D and, to the maximum extent applicable, the Federal Arbitration Act: (1) this Agreement or any of the other agreements or instruments delivered pursuant to the terms hereof; (2) the transactions contemplated by this Agreement and other agreements and instruments contemplated hereby; (3) the validity, legality, interpretation, construction, breach, violation or termination of the contracts and instruments referred to in clause (1) or the transactions referred to in clause (2); or (4) this Article XVI.D. Such arbitration shall be conducted by a single arbitrator (the "Arbitrator"). The Arbitrator shall be a practicing attorney licensed in the State of Texas who is knowledgeable in the subject matter of the Dispute. If the parties cannot agree on an arbitrator within 30 days after the request for an arbitration, then the arbitration shall be conducted before three arbitrators, one selected by Non-Operator, one selected by Operator, and the third selected by the first two (in which event "Arbitrator" shall mean the three arbitrators selected). The Arbitrator may engage accountants or other consultants that the Arbitrator deems necessary to render a conclusion in the arbitration proceeding. The Arbitrator may proceed to an award notwithstanding the failure of any party to participate in such proceedings. The prevailing party in the arbitration proceeding shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such amount as may be determined by the Arbitrator, and the costs of the arbitration shall be borne equally by the parties.

- b. Arbitration Time Frame; Sanctions; Confidentiality. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Dispute with the AAA. The Arbitrator shall be empowered to impose sanctions and to take such other actions as the Arbitrator deems necessary to the same extent a judge could impose sanctions or take such other actions pursuant to the Federal Rules of Civil Procedure and applicable law. At the conclusion of any arbitration proceeding, the Arbitrator shall make specific written findings of fact and conclusions of law. Each party agrees to keep all Disputes and arbitration proceedings strictly confidential except for disclosure of information required by applicable law.
- c. Exclusive Remedy; Injunctive Relief. The award of the Arbitrator shall be (1) the sole and exclusive remedy of the parties, and (2) final and binding (absent manifest error) on the parties hereto. Notwithstanding the foregoing, either party may seek injunctive relief in a court of competent jurisdiction where required to preserve assets or eliminate waste. The district courts of the applicable county shall have exclusive jurisdiction to enter a judgment upon any award rendered by the Arbitrator, and the parties hereby consent to the personal jurisdiction of such court.

E. Commencement of Drilling Prior to Title Examination/Approval:

If title to the working interest ownership of the parties has not been examined or finally determined at the time of the commencement of drilling a well pursuant hereto, the parties intend, and Operator is hereby authorized, to commence drilling prior to the final title examination and approval. Until such time as title examination has been completed or approval secured as provided in Article IV.A. hereof, the interests of the parties as set forth on Exhibit "A" shall be the parties' interest for all purposes under this Agreement, and the parties shall pay all costs and expenses incurred and charged by the Operator to the Joint Account in the proportions thereon set forth.

When title has been examined and approved and the interests of the parties have been finally determined, Exhibit "A" shall be revised to reflect the interests of the parties as revealed by said examination. The Contract Area shall be all of the lands and depths described on Exhibit "A". Thereupon, Operator shall promptly adjust the accounts of the parties in accordance with the parties' interest as shown on the revised Exhibit "A" so that each party will have borne that share and only that share of all cost and expenses charged to the Joint Account hereunder prior to such revision as such party would have borne had the revised Exhibit "A" been in effect as of the date of the first charges thereto. To effectuate such adjustment of accounts, Operator shall promptly refund any net amounts due any party (after first offsetting any other proper charges to such party hereunder) and shall invoice any party for any additional sums owing, which additional sums shall be paid in accordance with the Accounting Procedure and Gas Balancing Agreement.

F. Subrogation Clause:

In addition to the other rights and remedies, the parties may be subrogated to the rights of any party under any lien or encumbrance and be entitled to an assignment of the subrogor's interest in the Contract Area.

G. Priority of Operations – Horizontal Wells

Notwithstanding Article VI.B.6 or anything else in this Agreement to the contrary, it is agreed that where a Horizontal or Multi-Lateral Well subject to this Agreement has been drilled to the objective formation and the Consenting Parties cannot agree upon the sequence and timing of further operations regarding such Horizontal or Multi-Lateral Well, the following elections shall control in the order of priority enumerated thereafter:

1. An election to do additional logging, coring, or testing;
2. An election to attempt to Complete all proposed Laterals;
3. An election to Deepen a Lateral;
4. An election to Sidetrack and drill an additional Lateral in the same formation;
5. An election to Sidetrack and drill an additional Lateral in a different formation;
6. An election to Plug Back the well to a formation or Zone above the formation in which a Lateral was drilled; if there is more than one proposal to Plug Back, the proposal to Plug Back to the next deepest prospective Zone or formation shall have priority over a proposal to Plug Back to a shallower prospective Zone or formation; and
7. An election to plug and abandon said well as provided for in Article VI.E.

H. Priority of Operations – Vertical Wells

If, at any time, there is more than one operation proposed in connection with any well subject to the Agreement, then unless all participating parties agree on the sequence of such operations, the following elections shall control in the order of priority enumerated thereafter:

1. An election to do additional logging, coring, or testing;
2. An election to attempt a Completion in the objective Zone.
3. An election to Plug Back and attempt Completions in shallower Zones, in ascending order.
4. An election to deepen the well in descending order.
5. An election to Sidetrack the well.

No party may propose any operation with respect to any well while there is in progress any operation on such well until such operation has been completed.

It is provided, however, that if at the time said participating parties are considering any of the above operations the hole is in such a condition that a reasonable prudent Operator would not conduct an operation in the sequence above provided for fear of placing the hole in jeopardy or losing the same prior to completing the well in the objective depth or objective formation, such operation shall not be given priority as hereinabove set forth.

A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1989

1 IN WITNESS WHEREOF, this agreement shall be effective as of the _____ day of _____,
2 in the year _____.
3 _____, who has prepared and circulated this form for execution, represents and warrants
4 that the form was printed from and, with the exception listed below, is identical to the AAPL Form 610-1989 Model Form Operating
Agreement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alternations, or modifications, other than those made
by strikethrough and/or type-over have been made to the form.

5

OPERATOR

6

7

NEWFIELD PRODUCTION COMPANY

8

By _____

9

Kelly L. Donohue

10

Type or print name

11

Title Attorney-in-Fact

12

Date _____

13

Tax ID or S.S. No. _____

14

NON-OPERATOR

15

16

17

By _____

18

Type or print name

19

Title _____

20

Date _____

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Tax ID or S.S. No. _____

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A.A.P.L. FORM 610 - MODEL FORM OPERATING AGREEMENT - 1989

ACKNOWLEDGMENTS

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Note: The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial

Acts. The validity and effect of these forms in any state will depend upon the statutes of that state.

Acknowledgment in representative capacity:

State of Colorado)
) ss.
County of Denver)

This instrument was acknowledged before me on this _____ day of _____, 2012 by
Kelly L. Donohue as Attorney-in-Fact of
NEWFIELD PRODUCTION COMPANY

(Seal, if any) _____
Title (and Rank) _____
My commission expires: _____

Acknowledgment in representative capacity:

State of _____)
) ss.
County of _____)

This instrument was acknowledged before me on this _____ day of _____, 2012 by _____
_____ as _____ of _____

(Seal, if any) _____
Title (and Rank) _____
My commission expires: _____

EXHIBIT "A"

Attached to and made a part of that certain Operating Agreement
dated _____ by and between Newfield Production Company, as Operator,
and _____ as Non-Operator.

1. Contract Area and Depths Covered by this Operating Agreement:

2. Parties to agreement with addresses and telephone numbers for notice purposes:

Newfield Production Company
1001 17th Street, Suite 2000
Denver, CO 80202
ATTN: LAND MANAGER

3. Percentages or fractional interests of parties to this agreement:

Newfield Production Company	_____ %
Non-Operator	_____ %

4. Oil and Gas Lease(s) and /or Oil and Gas Interests subject to this agreement:

Lessor:
Lessee:
Date:
Description:

Attached to and made a part of that certain
Operating Agreement dated _____
by and between Newfield Production Company, as Operator,
and _____, as Non-Operator

PRODUCERS 88-PAID UP

OIL AND GAS LEASE

AGREEMENT, Made and entered into the _____ day of _____, by and between _____, whose post office address is _____, hereinafter called Lessor (whether one or more) and Newfield Production Company, whose post office address is 1001 Seventeenth Street, Suite 2000, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including helium, carbon dioxide, and coalbed methane and any and all substances produced in association therewith from coal-bearing formations, dewatering of coalbed methane with ingress and egress for rights of way and easements for roads, laying pipe lines, water wells, disposal wells, injection wells, pits, electric and telephone lines and erection of structures and other facilities thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Duchesne State of Utah, described as follows, to-wit:

together with any reversionary rights therein, and together with all riparian rights and strips or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by Lessor, and containing _____ acres, more or less ("Leased Premises").

1. It is agreed that this lease shall remain in force for a term of **Three (3) years** from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said Leased Premises or on acreage pooled, communitized or unitized therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the Leased Premises or on acreage pooled, communitized or unitized therewith but Lessee is then engaged in drilling, re-working, or dewatering operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the Leased Premises or on acreage pooled, communitized or unitized therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred and twenty (120) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the Leased Premises or on acreage pooled, communitized or unitized therewith, the production or dewatering thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, re-working or dewatering operations within one hundred and twenty (120) days from date of cessation of production, dewatering or from the date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations or dewatering operations are continued at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced or dewatering operations are continued from the Leased Premises or on acreage pooled, communitized or unitized therewith.

In the event a well or wells is drilled and completed on the Leased Premises, or on the lands pooled, communitized or unitized therewith, for the purpose of developing coalbed gas, the words "operations" and "capable of producing gas" shall mean, in addition to those matters covered in the preceding paragraph: (1) operations of said wells to remove water or other substances from the coalbed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, or (2) shutting-in or otherwise discontinuing production from said wells to allow for surface or underground mining affecting the drillsite or wellbore.

2. This is a PAID-UP LEASE. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the Leased Premises and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the Leased Premises the said Lessee covenants and agrees:

1st To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on the Leased Premises, the equal one-eighth (1/8) part of all oil produced and saved from the Leased Premises.

2nd To pay Lessor on gas and casinghead gas produced from the Leased Premises (1) when sold by Lessee, one-eighth (1/8) of the net proceeds realized by Lessee from such sale or (2) when used by Lessee off the Leased Premises or in the manufacture of gasoline or other products, the market value, at the wellhead, of one-eighth (1/8) of such gas and casinghead gas, Lessor's interest, in either case, to bear one-eighth of the cost of compressing, dehydrating and otherwise treating such gas or casinghead gas to render it marketable or usable and one-eighth (1/8) of the cost of gathering and transporting such gas and casinghead gas from the wellhead to the point of sale or use.

3rd To pay Lessor for gas produced from any oil well and used off the Leased Premises or in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8) of the proceeds, at the wellhead, payable monthly at the prevailing market rate.

4th In calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes.

4. If after the primary term one or more wells on the Lease Premises or lands pooled, communitized or unitized therewith are capable of producing oil or gas or other substances covered hereby, but such well or wells are either shut in or production therefrom is not being sold by Lessee, including dewatering of coalbed gas, such well or wells shall nevertheless be deemed to be producing for the purpose of maintaining this lease. If for a period of ninety (90) consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, including dewatering of coalbed gas, the Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease, such payment to be tendered to Lessor on or before the anniversary date of this lease next ensuing after the expiration of the said ninety (90) day period and thereafter on or before each anniversary of date of this lease while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is in its primary term or otherwise being maintained by operations, or if production is being sold by Lessee from another well on the Leased Premises or lands pooled, communitized or unitized therewith, no shut-in royalty shall be due until end of the next following anniversary date of this lease that cessation of such operations or production occurs, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. If said Lessor owns a less interest in the Leased Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the Lease Premises for Lessee's operation thereon.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on the Leased Premises without written consent of Lessor.

9. Lessee shall only pay for damages caused by Lessee's operations to growing crops on the Leased Premises.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on the Leased Premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part, by area and/or depth or zone and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in ownership of Lessor's interest (by assignment or otherwise) shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until sixty (60) days after Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor to the satisfaction of Lessee, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Leased Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. In the event of death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly, or separately in proportion to the interest which each owns. If Lessee transfers or assigns its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the Lease Premises, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

12. Lessee, at its option is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Leased Premises and as to any one or more of the formations hereunder, to pool, communitize or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit, pooled area or communitized area shall be accomplished by Lessee executing and filing of record a declaration of such unitization, pooling or communitization or reformation, which declaration shall describe the unit, pooled area or communitized area. Any unit, pooled area or communitized area may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, dewatering or reworking operations or a well shut-in for want of a market anywhere on a unit, pooled area or communitized area which includes all or a part of this lease shall be treated as if it were production, drilling, dewatering or reworking operations or a well shut-in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit, pooled area or communitized area, royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit, pooled area or communitized area production that the total number of surface acres covered by this lease and included in the unit, pooled area or communitized area bears to the total number of surface acres in such unit, pooled area or communitized area or as prescribed in such unit, pooling or communitization agreement. In addition to the foregoing, Lessee shall have the right to unitize, communitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the Leased Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any pooled area, communitized area, cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. Anything in this lease to the contrary notwithstanding, Lessee's obligations under this lease shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas or other substance covered hereby. When drilling, reworking, production or other operations or obligations under this lease are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services material, water, electricity, fuel, access or easements, or by an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood or other act of nature, explosion, governmental action, governmental delay, restraint or inaction, or by inability to obtain a satisfactory market for production, or failure of purchasers or carriers to take or transport such production, or by any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within control of Lessee, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provision or implied covenants of this lease when drilling, production, or other operations are so prevented or delayed.

14. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such time period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

15. Lessor hereby warrants and agrees to defend the title to the Leased Premises, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Leased Premises, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the Leased Premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein. If Lessee redeems any such lien, Lessee may recover any amount expended out of Lessor royalties or shut-in royalties.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

17. This lease may, at LESSEE's option, be extended as to all or part of the lands covered hereby for an additional primary term of THREE (3) years commencing on the date that the lease would have expired but for the extension. LESSEE may exercise its option by paying or tendering to LESSOR an extension payment equal to the initial bonus payment per net mineral acre for the land then covered by the extension lease, said bonus to be paid or tendered in the same manner as provided in Paragraph numbered four hereof with regard to the payment of shut-in royalties. If LESSEE exercises this option, the primary term of this lease shall be amended from a THREE (3) year primary term to a SIX (6) year primary term. All terms, provisions and conditions of the lease shall remain in full force and effect. LESSEE's option to extend said lease shall expire upon the expiration of the primary term of said lease.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X _____

X _____

ACKNOWLEDGMENT-INDIVIDUAL

STATE OF _____)
COUNTY OF _____)§

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,
by _____

Witness my hand and official seal.

My Commission Expires _____

Notary Public

(END EXHIBIT "B")

EXHIBIT "C"

ACCOUNTING PROCEDURE JOINT OPERATIONS

1 Attached to and made part of _____
2 _____
3 _____
4 _____

I. GENERAL PROVISIONS

7
8 IF THE PARTIES FAIL TO SELECT EITHER ONE OF COMPETING "ALTERNATIVE" PROVISIONS, OR SELECT ALL THE
9 COMPETING "ALTERNATIVE" PROVISIONS, ALTERNATIVE 1 IN EACH SUCH INSTANCE SHALL BE DEEMED TO HAVE
10 BEEN ADOPTED BY THE PARTIES AS A RESULT OF ANY SUCH OMISSION OR DUPLICATE NOTATION.

11
12 IN THE EVENT THAT ANY "OPTIONAL" PROVISION OF THIS ACCOUNTING PROCEDURE IS NOT ADOPTED BY THE
13 PARTIES TO THE AGREEMENT BY A TYPED, PRINTED OR HANDWRITTEN INDICATION, SUCH PROVISION SHALL NOT
14 FORM A PART OF THIS ACCOUNTING PROCEDURE, AND NO INFERENCE SHALL BE MADE CONCERNING THE INTENT
15 OF THE PARTIES IN SUCH EVENT.

1. DEFINITIONS

18 All terms used in this Accounting Procedure shall have the following meaning, unless otherwise expressly defined in the Agreement:

21 "Affiliate" means for a person, another person that controls, is controlled by, or is under common control with that person. In this
22 definition, (a) control means the ownership by one person, directly or indirectly, of more than fifty percent (50%) of the voting securities
23 of a corporation or, for other persons, the equivalent ownership interest (such as partnership interests), and (b) "person" means an
24 individual, corporation, partnership, trust, estate, unincorporated organization, association, or other legal entity.

25 "Agreement" means the operating agreement, farmout agreement, or other contract between the Parties to which this Accounting
26 Procedure is attached.

28 "Controllable Material" means Material that, at the time of acquisition or disposition by the Joint Account, as applicable, is so classified
29 in the Material Classification Manual most recently recommended by the Council of Petroleum Accountants Societies (COPAS).

31 "Equalized Freight" means the procedure of charging transportation cost to the Joint Account based upon the distance from the nearest
32 Railway Receiving Point to the property.

34 "Excluded Amount" means a specified excluded trucking amount most recently recommended by COPAS.

36 "Field Office" means a structure, or portion of a structure, whether a temporary or permanent installation, the primary function of which is
37 to directly serve daily operation and maintenance activities of the Joint Property and which serves as a staging area for directly chargeable
38 field personnel.

40 "First Level Supervision" means those employees whose primary function in Joint Operations is the direct oversight of the Operator's
41 field employees and/or contract labor directly employed On-site in a field operating capacity. First Level Supervision functions may
42 include, but are not limited to:

- 45 • Responsibility for field employees and contract labor engaged in activities that can include field operations, maintenance,
46 construction, well remedial work, equipment movement and drilling
- 47 • Responsibility for day-to-day direct oversight of rig operations
- 48 • Responsibility for day-to-day direct oversight of construction operations
- 49 • Coordination of job priorities and approval of work procedures
- 50 • Responsibility for optimal resource utilization (equipment, Materials, personnel)
- 51 • Responsibility for meeting production and field operating expense targets
- 52 • Representation of the Parties in local matters involving community, vendors, regulatory agents and landowners, as an incidental
53 part of the supervisor's operating responsibilities
- 54 • Responsibility for all emergency responses with field staff
- 55 • Responsibility for implementing safety and environmental practices
- 56 • Responsibility for field adherence to company policy
- 57 • Responsibility for employment decisions and performance appraisals for field personnel
- 58 • Oversight of sub-groups for field functions such as electrical, safety, environmental, telecommunications, which may have group
59 or team leaders.

61 "Joint Account" means the account showing the charges paid and credits received in the conduct of the Joint Operations that are to be
62 shared by the Parties, but does not include proceeds attributable to hydrocarbons and by-products produced under the Agreement.

64 "Joint Operations" means all operations necessary or proper for the exploration, appraisal, development, production, protection,
65 maintenance, repair, abandonment, and restoration of the Joint Property.

1 "Joint Property" means the real and personal property subject to the Agreement.

2
3 "Laws" means any laws, rules, regulations, decrees, and orders of the United States of America or any state thereof and all other
4 governmental bodies, agencies, and other authorities having jurisdiction over or affecting the provisions contained in or the transactions
5 contemplated by the Agreement or the Parties and their operations, whether such laws now exist or are hereafter amended, enacted,
6 promulgated or issued.

7
8 "Material" means personal property, equipment, supplies, or consumables acquired or held for use by the Joint Property.

9
10 "Non-Operators" means the Parties to the Agreement other than the Operator.

11
12 "Offshore Facilities" means platforms, surface and subsea development and production systems, and other support systems such as oil and
13 gas handling facilities, living quarters, offices, shops, cranes, electrical supply equipment and systems, fuel and water storage and piping,
14 heliport, marine docking installations, communication facilities, navigation aids, and other similar facilities necessary in the conduct of
15 offshore operations, all of which are located offshore.

16
17 "Off-site" means any location that is not considered On-site as defined in this Accounting Procedure.

18
19 "On-site" means on the Joint Property when in direct conduct of Joint Operations. The term "On-site" shall also include that portion of
20 Offshore Facilities, Shore Base Facilities, fabrication yards, and staging areas from which Joint Operations are conducted, or other
21 facilities that directly control equipment on the Joint Property, regardless of whether such facilities are owned by the Joint Account.

22
23 "Operator" means the Party designated pursuant to the Agreement to conduct the Joint Operations.

24
25 "Parties" means legal entities signatory to the Agreement or their successors and assigns. Parties shall be referred to individually as
26 "Party."

27
28 "Participating Interest" means the percentage of the costs and risks of conducting an operation under the Agreement that a Party agrees,
29 or is otherwise obligated, to pay and bear.

30
31 "Participating Party" means a Party that approves a proposed operation or otherwise agrees, or becomes liable, to pay and bear a share of
32 the costs and risks of conducting an operation under the Agreement.

33
34 "Personal Expenses" means reimbursed costs for travel and temporary living expenses.

35
36 "Railway Receiving Point" means the railhead nearest the Joint Property for which freight rates are published, even though an actual
37 railhead may not exist.

38
39 "Shore Base Facilities" means onshore support facilities that during Joint Operations provide such services to the Joint Property as a
40 receiving and transshipment point for Materials; debarkation point for drilling and production personnel and services; communication,
41 scheduling and dispatching center; and other associated functions serving the Joint Property.

42
43 "Supply Store" means a recognized source or common stock point for a given Material item.

44
45 "Technical Services" means services providing specific engineering, geoscience, or other professional skills, such as those performed by
46 engineers, geologists, geophysicists, and technicians, required to handle specific operating conditions and problems for the benefit of Joint
47 Operations; provided, however, Technical Services shall not include those functions specifically identified as overhead under the second
48 paragraph of the introduction of Section III (*Overhead*). Technical Services may be provided by the Operator, Operator's Affiliate, Non-
49 Operator, Non-Operator Affiliates, and/or third parties.

50 51 2. STATEMENTS AND BILLINGS

52
53 The Operator shall bill Non-Operators on or before the last day of the month for their proportionate share of the Joint Account for the
54 preceding month. Such bills shall be accompanied by statements that identify the AFE (authority for expenditure), lease or facility, and all
55 charges and credits summarized by appropriate categories of investment and expense. Controllable Material shall be separately identified
56 and fully described in detail, or at the Operator's option, Controllable Material may be summarized by major Material classifications.
57 Intangible drilling costs, audit adjustments, and unusual charges and credits shall be separately and clearly identified.

58
59 The Operator may make available to Non-Operators any statements and bills required under Section 1.2 and/or ~~Section 1.3.A (Advances~~
60 ~~and Payments by the Parties)~~ via email, electronic data interchange, internet websites or other equivalent electronic media in lieu of paper
61 copies. The Operator shall provide the Non-Operators instructions and any necessary information to access and receive the statements and
62 bills within the timeframes specified herein. A statement or billing shall be deemed as delivered twenty-four (24) hours (exclusive of
63 weekends and holidays) after the Operator notifies the Non-Operator that the statement or billing is available on the website and/or sent via
64 email or electronic data interchange transmission. Each Non-Operator individually shall elect to receive statements and billings
65 electronically, if available from the Operator, or request paper copies. Such election may be changed upon thirty (30) days prior written
66 notice to the Operator.

3. ADVANCES AND PAYMENTS BY THE PARTIES

- A. Unless otherwise provided for in the Agreement, the Operator may require the Non-Operators to advance their share of the estimated cash outlay for the succeeding month's operations within fifteen (15) days after receipt of the advance request or by the first day of the month for which the advance is required, whichever is later. The Operator shall adjust each monthly billing to reflect advances received from the Non-Operators for such month. If a refund is due, the Operator shall apply the amount to be refunded to the subsequent month's billing or advance, unless the Non-Operator sends the Operator a written request for a cash refund. The Operator shall remit the refund to the Non-Operator within fifteen (15) days of receipt of such written request.
- B. Except as provided below, each Party shall pay its proportionate share of all bills in full within thirty (30) ~~fifteen~~ (15) days of receipt date. If payment is not made within such time, the unpaid balance shall bear interest compounded monthly at the prime rate published by the *Wall Street Journal* on the first day of each month the payment is delinquent, plus three percent (3%), per annum, or the maximum contract rate permitted by the applicable usury Laws governing the Joint Property, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. If the *Wall Street Journal* ceases to be published or discontinues publishing a prime rate, the unpaid balance shall bear interest compounded monthly at the prime rate published by the Federal Reserve plus three percent (3%), per annum. Interest shall begin accruing on the first day of the month in which the payment was due. Payment shall not be reduced or delayed as a result of inquiries or anticipated credits unless the Operator has agreed. Notwithstanding the foregoing, the Non-Operator may reduce payment, provided it furnishes documentation and explanation to the Operator at the time payment is made, to the extent such reduction is caused by:
- (1) being billed at an incorrect working interest or Participating Interest that is higher than such Non-Operator's actual working interest or Participating Interest, as applicable; or
 - (2) being billed for a project or AFE requiring approval of the Parties under the Agreement that the Non-Operator has not approved or is not otherwise obligated to pay under the Agreement; or
 - (3) being billed for a property in which the Non-Operator no longer owns a working interest, provided the Non-Operator has furnished the Operator a copy of the recorded assignment or letter in-lieu. Notwithstanding the foregoing, the Non-Operator shall remain responsible for paying bills attributable to the interest it sold or transferred for any bills rendered during the thirty (30) day period following the Operator's receipt of such written notice; or
 - (4) charges outside the adjustment period, as provided in Section 1.4 (*Adjustments*).

4. ADJUSTMENTS

- A. Payment of any such bills shall not prejudice the right of any Party to protest or question the correctness thereof; however, all bills and statements, including payout statements, rendered during any calendar year shall conclusively be presumed to be true and correct, with respect only to expenditures, after twenty-four (24) months following the end of any such calendar year, unless within said period a Party takes specific detailed written exception thereto making a claim for adjustment. The Operator shall provide a response to all written exceptions, whether or not contained in an audit report, within the time periods prescribed in Section 1.5 (*Expenditure Audits*).
- B. All adjustments initiated by the Operator, except those described in items (1) through (4) of this Section 1.4.B, are limited to the twenty-four (24) month period following the end of the calendar year in which the original charge appeared or should have appeared on the Operator's Joint Account statement or payout statement. Adjustments that may be made beyond the twenty-four (24) month period are limited to adjustments resulting from the following:
- (1) a physical inventory of Controllable Material as provided for in Section V (*Inventories of Controllable Material*), or
 - (2) an offsetting entry (whether in whole or in part) that is the direct result of a specific joint interest audit exception granted by the Operator relating to another property, or
 - (3) a government/regulatory audit, or
 - (4) a working interest ownership or Participating Interest adjustment.

5. EXPENDITURE AUDITS

- A. A Non-Operator, upon written notice to the Operator and all other Non-Operators, shall have the right to audit the Operator's accounts and records relating to the Joint Account within the twenty-four (24) month period following the end of such calendar year in which such bill was rendered; however, conducting an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Section 1.4 (*Adjustments*). Any Party that is subject to payout accounting under the Agreement shall have the right to audit the accounts and records of the Party responsible for preparing the payout statements, or of the Party furnishing information to the Party responsible for preparing payout statements. Audits of payout accounts may include the volumes of hydrocarbons produced and saved and proceeds received for such hydrocarbons as they pertain to payout accounting required under the Agreement. Unless otherwise provided in the Agreement, audits of a payout account shall be conducted within the twenty-four (24) month period following the end of the calendar year in which the payout statement was rendered.

Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner that will result in a minimum of inconvenience to the Operator. The Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of the Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of

those Non-Operators approving such audit.

The Non-Operator leading the audit (hereinafter "lead audit company") shall issue the audit report within ninety (90) days after completion of the audit testing and analysis; however, the ninety (90) day time period shall not extend the twenty-four (24) month requirement for taking specific detailed written exception as required in Section 1.4.A (*Adjustments*) above. All claims shall be supported with sufficient documentation.

A timely filed written exception or audit report containing written exceptions (hereinafter "written exceptions") shall, with respect to the claims made therein, preclude the Operator from asserting a statute of limitations defense against such claims, and the Operator hereby waives its right to assert any statute of limitations defense against such claims for so long as any Non-Operator continues to comply with the deadlines for resolving exceptions provided in this Accounting Procedure. If the Non-Operators fail to comply with the additional deadlines in Section 1.5.B or 1.5.C, the Operator's waiver of its rights to assert a statute of limitations defense against the claims brought by the Non-Operators shall lapse, and such claims shall then be subject to the applicable statute of limitations, provided that such waiver shall not lapse in the event that the Operator has failed to comply with the deadlines in Section 1.5.B or 1.5.C.

- B. The Operator shall provide a written response to all exceptions in an audit report within one hundred eighty (180) days after Operator receives such report. Denied exceptions should be accompanied by a substantive response. If the Operator fails to provide substantive response to an exception within this one hundred eighty (180) day period, the Operator will owe interest on that exception or portion thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section

~~1.3.B (*Advances and Payments by the Parties*), as interest compounded monthly at the prime rate published by the Wall Street Journal on the first day of each month the payment is delinquent, plus three percent (3%) per annum, or the maximum contract rate permitted by the applicable usury laws governing the Joint Property, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts. If the Wall Street Journal ceases to be published or discontinues publishing a prime rate, the unpaid balance shall bear interest compounded monthly at the prime rate published by the Federal Reserve plus three percent (3%) per annum. Interest shall begin accruing on the first day of the month in which the payment was due.~~

- C. The lead audit company shall reply to the Operator's response to an audit report within ninety (90) days of receipt, and the Operator shall reply to the lead audit company's follow-up response within ninety (90) days of receipt; provided, however, each Non-Operator shall have the right to represent itself if it disagrees with the lead audit company's position or believes the lead audit company is not adequately fulfilling its duties. Unless otherwise provided for in Section 1.5.E, if the Operator fails to provide substantive response to an exception within this ninety (90) day period, the Operator will owe interest on that exception or portion thereof, if ultimately granted, from the date it received the audit report. Interest shall be calculated using the rate set forth in Section 1.3.B (*Advances and Payments by the Parties*).

- D. If any Party fails to meet the deadlines in Sections 1.5.B or 1.5.C or if any audit issues are outstanding fifteen (15) months after Operator receives the audit report, the Operator or any Non-Operator participating in the audit has the right to call a resolution meeting, as set forth in this Section 1.5.D or it may invoke the dispute resolution procedures included in the Agreement, if applicable. The meeting will require one month's written notice to the Operator and all Non-Operators participating in the audit. The meeting shall be held at the Operator's office or mutually agreed location, and shall be attended by representatives of the Parties with authority to resolve such outstanding issues. Any Party who fails to attend the resolution meeting shall be bound by any resolution reached at the meeting. The lead audit company will make good faith efforts to coordinate the response and positions of the Non-Operator participants throughout the resolution process; however, each Non-Operator shall have the right to represent itself. Attendees will make good faith efforts to resolve outstanding issues, and each Party will be required to present substantive information supporting its position. A resolution meeting may be held as often as agreed to by the Parties. Issues unresolved at one meeting may be discussed at subsequent meetings until each such issue is resolved.

If the Agreement contains no dispute resolution procedures and the audit issues cannot be resolved by negotiation, the dispute shall be submitted to mediation. In such event, promptly following one Party's written request for mediation, the Parties to the dispute shall choose a mutually acceptable mediator and share the costs of mediation services equally. The Parties shall each have present at the mediation at least one individual who has the authority to settle the dispute. The Parties shall make reasonable efforts to ensure that the mediation commences within sixty (60) days of the date of the mediation request. Notwithstanding the above, any Party may file a lawsuit or complaint (1) if the Parties are unable after reasonable efforts, to commence mediation within sixty (60) days of the date of the mediation request, (2) for statute of limitations reasons, or (3) to seek a preliminary injunction or other provisional judicial relief, if in its sole judgment an injunction or other provisional relief is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties shall continue to try to resolve the dispute by mediation.

- E. ☐ (*Optional Provision – Forfeiture Penalties*)

~~If the Non-Operators fail to meet the deadline in Section 1.5.C, any unresolved exceptions that were not addressed by the Non-Operators within one (1) year following receipt of the last substantive response of the Operator shall be deemed to have been withdrawn by the Non-Operators. If the Operator fails to meet the deadlines in Section 1.5.B or 1.5.C, any unresolved exceptions that were not addressed by the Operator within one (1) year following receipt of the audit report or receipt of the last substantive response of the Non-Operators, whichever is later, shall be deemed to have been granted by the Operator and adjustments shall be made, without interest, to the Joint Account.~~

6. APPROVAL BY PARTIES

A. GENERAL MATTERS

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other Sections of this Accounting Procedure and if the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the

Operator shall notify all Non-Operators of the Operator's proposal and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

This Section 1.6.A applies to specific situations of limited duration where a Party proposes to change the accounting for charges from that prescribed in this Accounting Procedure. This provision does not apply to amendments to this Accounting Procedure, which are covered by Section 1.6.B.

B. AMENDMENTS

If the Agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, this Accounting Procedure can be amended by an affirmative vote of Fifty Percent (50%) or more Parties, ~~one of which is the Operator,~~ having a combined working interest of at least _____ percent (%); which approval shall be binding on all Parties, provided, however, approval of at least one (1) Non-Operator shall be required.

C. AFFILIATES

For the purpose of administering the voting procedures of Sections 1.6.A and 1.6.B, if Parties to this Agreement are Affiliates of each other, then such Affiliates shall be combined and treated as a single Party having the combined working interest or Participating Interest of such Affiliates.

For the purposes of administering the voting procedures in Section 1.6.A, if a Non-Operator is an Affiliate of the Operator, votes under Section 1.6.A shall require the majority in interest of the Non-Operator(s) after excluding the interest of the Operator's Affiliate.

II. DIRECT CHARGES

The Operator shall charge the Joint Account with the following items:

1. RENTALS AND ROYALTIES

Lease rentals and royalties paid by the Operator, on behalf of all Parties, for the Joint Operations.

2. LABOR

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 ("Chargeability of Incentive Compensation Programs"), for:

- (1) Operator's field employees directly employed On-site in the conduct of Joint Operations,
- (2) Operator's employees directly employed on Shore Base Facilities, Offshore Facilities, or other facilities serving the Joint Property if such costs are not charged under Section II.6 (*Equipment and Facilities Furnished by Operator*) or are not a function covered under Section III (*Overhead*),
- (3) Operator's employees providing First Level Supervision,
- (4) Operator's employees providing On-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*),
- (5) Operator's employees providing Off-site Technical Services for the Joint Property if such charges are excluded from the overhead rates in Section III (*Overhead*).

Charges for the Operator's employees identified in Section II.2.A may be made based on the employee's actual salaries and wages, or in lieu thereof, a day rate representing the Operator's average salaries and wages of the employee's specific job category.

Charges for personnel chargeable under this Section II.2.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section II.2, unless otherwise approved by the Parties pursuant to Section 1.6.A (*General Matters*).

B. Operator's cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Section II.2.A, excluding severance payments or other termination allowances. Such costs under this Section II.2.B may be charged on a "when and as-paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Section II.2.A. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable to the Joint Account under Sections II.2.A and B.

- D. Personal Expenses of personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A when the expenses are incurred in connection with directly chargeable activities.
- E. Reasonable relocation costs incurred in transferring to the Joint Property personnel whose salaries and wages are chargeable to the Joint Account under Section II.2.A. Notwithstanding the foregoing, relocation costs that result from reorganization or merger of a Party, or that are for the primary benefit of the Operator, shall not be chargeable to the Joint Account. Extraordinary relocation costs, such as those incurred as a result of transfers from remote locations, such as Alaska or overseas, shall not be charged to the Joint Account unless approved by the Parties pursuant to Section I.6.A (*General Matters*).
- F. Training costs as specified in COPAS MFI-35 ("Charging of Training Costs to the Joint Account") for personnel whose salaries and wages are chargeable under Section II.2.A. This training charge shall include the wages, salaries, training course cost, and Personal Expenses incurred during the training session. The training cost shall be charged or allocated to the property or properties directly benefiting from the training. The cost of the training course shall not exceed prevailing commercial rates, where such rates are available.
- G. Operator's current cost of established plans for employee benefits, as described in COPAS MFI-27 ("Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation"), applicable to the Operator's labor costs chargeable to the Joint Account under Sections II.2.A and B based on the Operator's actual cost not to exceed the employee benefits limitation percentage most recently recommended by COPAS.
- H. Award payments to employees, in accordance with COPAS MFI-49 ("Awards to Employees and Contractors") for personnel whose salaries and wages are chargeable under Section II.2.A.

3. MATERIAL

Material purchased or furnished by the Operator for use on the Joint Property in the conduct of Joint Operations as provided under Section IV (*Material Purchases, Transfers, and Dispositions*). Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use or is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

4. TRANSPORTATION

- A. Transportation of the Operator's, Operator's Affiliate's, or contractor's personnel necessary for Joint Operations.
- B. Transportation of Material between the Joint Property and another property, or from the Operator's warehouse or other storage point to the Joint Property, shall be charged to the receiving property using one of the methods listed below. Transportation of Material from the Joint Property to the Operator's warehouse or other storage point shall be paid for by the Joint Property using one of the methods listed below:
- (1) If the actual trucking charge is less than or equal to the Excluded Amount the Operator may charge actual trucking cost or a theoretical charge from the Railway Receiving Point to the Joint Property. The basis for the theoretical charge is the per hundred weight charge plus fuel surcharges from the Railway Receiving Point to the Joint Property. The Operator shall consistently apply the selected alternative.
 - (2) If the actual trucking charge is greater than the Excluded Amount, the Operator shall charge Equalized Freight. Accessorial charges such as loading and unloading costs, split pick-up costs, detention, call out charges, and permit fees shall be charged directly to the Joint Property and shall not be included when calculating the Equalized Freight.

5. SERVICES

The cost of contract services, equipment, and utilities used in the conduct of Joint Operations, except for contract services, equipment, and utilities covered by Section III (*Overhead*), or Section II.7 (*Affiliates*), or excluded under Section II.9 (*Legal Expense*). Awards paid to contractors shall be chargeable pursuant to COPAS MFI-49 ("Awards to Employees and Contractors").

The costs of third party Technical Services are chargeable to the extent excluded from the overhead rates under Section III (*Overhead*).

6. EQUIPMENT AND FACILITIES FURNISHED BY OPERATOR

In the absence of a separately negotiated agreement, equipment and facilities furnished by the Operator will be charged as follows:

- A. The Operator shall charge the Joint Account for use of Operator-owned equipment and facilities, including but not limited to production facilities, Shore Base Facilities, Offshore Facilities, and Field Offices, at rates commensurate with the costs of ownership and operation. The cost of Field Offices shall be chargeable to the extent the Field Offices provide direct service to personnel who are chargeable pursuant to Section II.2.A (*Labor*). Such rates may include labor, maintenance, repairs, other operating expense, insurance, taxes, depreciation using straight line depreciation method, and interest on gross investment less accumulated depreciation not to exceed twelve percent (12%) per annum; provided, however, depreciation shall not be charged when the

equipment and facilities investment have been fully depreciated. The rate may include an element of the estimated cost for abandonment, reclamation, and dismantlement. Such rates shall not exceed the average commercial rates currently prevailing in the immediate area of the Joint Property.

- B. In lieu of charges in Section II.6.A above, the Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property, less twenty percent (20%). If equipment and facilities are charged under this Section II.6.B, the Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation. For automotive equipment, the Operator may elect to use rates published by the Petroleum Motor Transport Association (PMTA) or such other organization recognized by COPAS as the official source of rates.

7. AFFILIATES

- A. Charges for an Affiliate's goods and/or services used in operations requiring an AFE or other authorization from the Non-Operators may be made without the approval of the Parties provided (i) the Affiliate is identified and the Affiliate goods and services are specifically detailed in the approved AFE or other authorization, and (ii) the total costs for such Affiliate's goods and services billed to such individual project do not exceed \$ 50,000.00. If the total costs for an Affiliate's goods and services charged to such individual project are not specifically detailed in the approved AFE or authorization or exceed such amount, charges for such Affiliate shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

- B. For an Affiliate's goods and/or services used in operations not requiring an AFE or other authorization from the Non-Operators, charges for such Affiliate's goods and services shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*), if the charges exceed \$ 50,000.00 in a given calendar year.

- C. The cost of the Affiliate's goods or services shall not exceed average commercial rates prevailing in the area of the Joint Property, unless the Operator obtains the Non-Operators' approval of such rates. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation; provided, however, documentation of commercial rates shall not be required if the Operator obtains Non-Operator approval of its Affiliate's rates or charges prior to billing Non-Operators for such Affiliate's goods and services. Notwithstanding the foregoing, direct charges for Affiliate-owned communication facilities or systems shall be made pursuant to Section II.12 (*Communications*).

If the Parties fail to designate an amount in Sections II.7.A or II.7.B, in each instance the amount deemed adopted by the Parties as a result of such omission shall be the amount established as the Operator's expenditure limitation in the Agreement. If the Agreement does not contain an Operator's expenditure limitation, the amount deemed adopted by the Parties as a result of such omission shall be zero dollars (\$ 0.00).

8. DAMAGES AND LOSSES TO JOINT PROPERTY

All costs or expenses necessary for the repair or replacement of Joint Property resulting from damages or losses incurred, except to the extent such damages or losses result from a Party's or Parties' gross negligence or willful misconduct, in which case such Party or Parties shall be solely liable.

The Operator shall furnish the Non-Operator written notice of damages or losses incurred as soon as practicable after a report has been received by the Operator.

9. LEGAL EXPENSE

Recording fees and costs of handling, settling, or otherwise discharging litigation, claims, and liens incurred in or resulting from operations under the Agreement, or necessary to protect or recover the Joint Property, to the extent permitted under the Agreement. Costs of the Operator's or Affiliate's legal staff or outside attorneys, including fees and expenses, are not chargeable unless approved by the Parties pursuant to Section I.6.A (*General Matters*) or otherwise provided for in the Agreement.

Notwithstanding the foregoing paragraph, costs for procuring abstracts, fees paid to outside attorneys for title examinations (including preliminary, supplemental, shut-in royalty opinions, division order title opinions), and curative work shall be chargeable to the extent permitted as a direct charge in the Agreement.

10. TAXES AND PERMITS

All taxes and permitting fees of every kind and nature, assessed or levied upon or in connection with the Joint Property, or the production therefrom, and which have been paid by the Operator for the benefit of the Parties, including penalties and interest, except to the extent the penalties and interest result from the Operator's gross negligence or willful misconduct.

If ad valorem taxes paid by the Operator are based in whole or in part upon separate valuations of each Party's working interest, then notwithstanding any contrary provisions, the charges to the Parties will be made in accordance with the tax value generated by each Party's working interest.

Costs of tax consultants or advisors, the Operator's employees, or Operator's Affiliate employees in matters regarding ad valorem or other tax matters, are not permitted as direct charges unless approved by the Parties pursuant to Section I.6.A (*General Matters*).

Charges to the Joint Account resulting from sales/use tax audits, including extrapolated amounts and penalties and interest, are permitted, provided the Non-Operator shall be allowed to review the invoices and other underlying source documents which served as the basis for tax charges and to determine that the correct amount of taxes were charged to the Joint Account. If the Non-Operator is not permitted to review such documentation, the sales/use tax amount shall not be directly charged unless the Operator can conclusively document the amount owed by the Joint Account.

11. INSURANCE

Net premiums paid for insurance required to be carried for Joint Operations for the protection of the Parties. If Joint Operations are conducted at locations where the Operator acts as self-insurer in regard to its worker's compensation and employer's liability insurance obligation, the Operator shall charge the Joint Account manual rates for the risk assumed in its self-insurance program as regulated by the jurisdiction governing the Joint Property. In the case of offshore operations in federal waters, the manual rates of the adjacent state shall be used for personnel performing work On-site, and such rates shall be adjusted for offshore operations by the U.S. Longshoreman and Harbor Workers (USL&H) or Jones Act surcharge, as appropriate.

12. COMMUNICATIONS

Costs of acquiring, leasing, installing, operating, repairing, and maintaining communication facilities or systems, including satellite, radio and microwave facilities, between the Joint Property and the Operator's office(s) directly responsible for field operations in accordance with the provisions of COPAS MFI-44 ("Field Computer and Communication Systems"). If the communications facilities or systems serving the Joint Property are Operator-owned, charges to the Joint Account shall be made as provided in Section II.6 (*Equipment and Facilities Furnished by Operator*). If the communication facilities or systems serving the Joint Property are owned by the Operator's Affiliate, charges to the Joint Account shall not exceed average commercial rates prevailing in the area of the Joint Property. The Operator shall adequately document and support commercial rates and shall periodically review and update the rate and the supporting documentation.

13. ECOLOGICAL, ENVIRONMENTAL, AND SAFETY

Costs incurred for Technical Services and drafting to comply with ecological, environmental and safety Laws or standards recommended by Occupational Safety and Health Administration (OSHA) or other regulatory authorities. All other labor and functions incurred for ecological, environmental and safety matters, including management, administration, and permitting, shall be covered by Sections II.2 (*Labor*), II.5 (*Services*), or Section III (*Overhead*), as applicable.

Costs to provide or have available pollution containment and removal equipment plus actual costs of control and cleanup and resulting responsibilities of oil and other spills as well as discharges from permitted outfalls as required by applicable Laws, or other pollution containment and removal equipment deemed appropriate by the Operator for prudent operations, are directly chargeable.

14. ABANDONMENT AND RECLAMATION

Costs incurred for abandonment and reclamation of the Joint Property, including costs required by lease agreements or by Laws.

15. OTHER EXPENDITURES

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II (*Direct Charges*), or in Section III (*Overhead*) and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations. Charges made under this Section II.15 shall require approval of the Parties, pursuant to Section I.6.A (*General Matters*).

III. OVERHEAD

As compensation for costs not specifically identified as chargeable to the Joint Account pursuant to Section II (*Direct Charges*), the Operator shall charge the Joint Account in accordance with this Section III.

Functions included in the overhead rates regardless of whether performed by the Operator, Operator's Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- warehousing, other than for warehouses that are jointly owned under this Agreement
- design and drafting (except when allowed as a direct charge under Sections II.13, III.1.A(ii), and III.2, Option B)
- inventory costs not chargeable under Section V (*Inventories of Controllable Material*)
- procurement
- administration
- accounting and auditing
- gas dispatching and gas chart integration



- human resources
- management
- supervision not directly charged under Section II.2 (*Labor*)
- legal services not directly chargeable under Section II.9 (*Legal Expense*)
- taxation, other than those costs identified as directly chargeable under Section II.10 (*Taxes and Permits*)
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the Joint Property, other than On-site inspections; reviewing, interpreting, or submitting comments on or lobbying with respect to Laws or proposed Laws.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and Personal Expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

1. OVERHEAD—DRILLING AND PRODUCING OPERATIONS

As compensation for costs incurred but not chargeable under Section II (*Direct Charges*) and not covered by other provisions of this Section III, the Operator shall charge on either:

- ☒ (Alternative 1) Fixed Rate Basis, Section III.1.B.
☐ (Alternative 2) Percentage Basis, Section III.1.C.

A. TECHNICAL SERVICES

- (i) Except as otherwise provided in Section II.13 (*Ecological, Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for On-site Technical Services, including third party Technical Services:

☒ (Alternative 1 – Direct) shall be charged direct to the Joint Account.

☐ (Alternative 2 – Overhead) shall be covered by the overhead rates.

- (ii) Except as otherwise provided in Section II.13 (*Ecological, Environmental, and Safety*) and Section III.2 (*Overhead – Major Construction and Catastrophe*), or by approval of the Parties pursuant to Section I.6.A (*General Matters*), the salaries, wages, related payroll burdens and benefits, and Personal Expenses for Off-site Technical Services, including third party Technical Services:

☒ (Alternative 1 – All Overhead) shall be covered by the overhead rates.

☐ (Alternative 2 – All Direct) shall be charged direct to the Joint Account.

☐ (Alternative 3 – Drilling Direct) shall be charged direct to the Joint Account, only to the extent such Technical Services are directly attributable to drilling, re-drilling, deepening, or sidetracking operations, through completion, temporary abandonment, or abandonment if a dry hole. Off-site Technical Services for all other operations, including workover, recompletion, abandonment of producing wells, and the construction or expansion of fixed assets not covered by Section III.2 (*Overhead – Major Construction and Catastrophe*) shall be covered by the overhead rates.

Notwithstanding anything to the contrary in this Section III, Technical Services provided by Operator's Affiliates are subject to limitations set forth in Section II.7 (*Affiliates*). Charges for Technical personnel performing non-technical work shall not be governed by this Section III.1.A, but instead governed by other provisions of this Accounting Procedure relating to the type of work being performed.

B. OVERHEAD—FIXED RATE BASIS

- (1) The Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate per month \$ \$9,550 (prorated for less than a full month)

Producing Well Rate per month \$ \$720

- (2) Application of Overhead—Drilling Well Rate shall be as follows:

- (a) Charges for onshore drilling wells shall begin on the spud date and terminate on the date the drilling and/or completion equipment used on the well is released, whichever occurs later. Charges for offshore and inland waters drilling wells shall begin on the date the drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location, or is released, whichever occurs first. No charge shall be made during suspension of drilling and/or completion operations for fifteen (15) or more consecutive calendar days.

- (b) Charges for any well undergoing any type of workover, recompletion, and/or abandonment for a period of five (5) or more consecutive work-days shall be made at the Drilling Well Rate. Such charges shall be applied for the period from date operations, with rig or other units used in operations, commence through date of rig or other unit release, except that no charges shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.
- (3) Application of Overhead—Producing Well Rate shall be as follows:
 - (a) An active well that is produced, injected into for recovery or disposal, or used to obtain water supply to support operations for any portion of the month shall be considered as a one-well charge for the entire month.
 - (b) ~~Each active completion in a multi-completed well shall be considered as a one-well charge provided each completion is considered a separate well by the governing regulatory authority.~~
 - (c) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well, unless the Drilling Well Rate applies, as provided in Sections III.1.B.(2)(a) or (b). This one-well charge shall be made whether or not the well has produced.
 - (d) An active gas well shut in because of overproduction or failure of a purchaser, processor, or transporter to take production shall be considered as a one-well charge provided the gas well is directly connected to a permanent sales outlet.
 - (e) Any well not meeting the criteria set forth in Sections III.1.B.(3) (a), (b), (c), or (d) shall not qualify for a producing overhead charge.
- (4) The well rates shall be adjusted on the first day of April each year following the effective date of the Agreement; provided, however, if this Accounting Procedure is attached to or otherwise governing the payout accounting under a farmout agreement, the rates shall be adjusted on the first day of April each year following the effective date of such farmout agreement. The adjustment shall be computed by applying the adjustment factor most recently published by COPAS. The adjusted rates shall be the initial or amended rates agreed to by the Parties increased or decreased by the adjustment factor described herein, for each year from the effective date of such rates, in accordance with COPAS MF1-47 ("Adjustment of Overhead Rates").

C. OVERHEAD—PERCENTAGE BASIS

(1) ~~Operator shall charge the Joint Account at the following rates:~~

- (a) ~~Development Rate _____ percent (____%) of the cost of development of the Joint Property, exclusive of costs provided under Section II.9 (Legal Expense) and all Material salvage credits.~~
- (b) ~~Operating Rate _____ percent (____%) of the cost of operating the Joint Property, exclusive of costs provided under Sections II.1 (Rentals and Royalties) and II.9 (Legal Expense); all Material salvage credits; the value of substances purchased for enhanced recovery; all property and ad valorem taxes, and any other taxes and assessments that are levied, assessed, and paid upon the mineral interest in and to the Joint Property.~~

(2) ~~Application of Overhead—Percentage Basis shall be as follows:~~

(a) ~~The Development Rate shall be applied to all costs in connection with:~~

- (i) ~~drilling, redrilling, sidetracking, or deepening of a well~~
- (ii) ~~a well undergoing plugback or workover operations for a period of five (5) or more consecutive work-days~~
- (iii) ~~preliminary expenditures necessary in preparation for drilling~~
- (iv) ~~expenditures incurred in abandoning when the well is not completed as a producer~~
- (v) ~~construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, other than Major Construction or Catastrophe as defined in Section III.2 (Overhead Major Construction and Catastrophe).~~

(b) ~~The Operating Rate shall be applied to all other costs in connection with Joint Operations, except those subject to Section III.2 (Overhead Major Construction and Catastrophe).~~

2. OVERHEAD—MAJOR CONSTRUCTION AND CATASTROPHE

To compensate the Operator for overhead costs incurred in connection with a Major Construction project or Catastrophe, the Operator shall either negotiate a rate prior to the beginning of the project, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of the Operator's expenditure limit under the Agreement, or for any Catastrophe regardless of the amount. If the Agreement to which this Accounting Procedure is attached does not contain an expenditure limit, Major Construction Overhead shall be assessed for any single Major Construction project costing in excess of \$100,000 gross.

Major Construction shall mean the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, or in the dismantlement, abandonment, removal, and restoration of platforms, production equipment, and other operating facilities.

Catastrophe is defined as a sudden calamitous event bringing damage, loss, or destruction to property or the environment, such as an oil spill, blowout, explosion, fire, storm, hurricane, or other disaster. The overhead rate shall be applied to those costs necessary to restore the Joint Property to the equivalent condition that existed prior to the event.

A. If the Operator absorbs the engineering, design and drafting costs related to the project:

- (1) 5 % of total costs if such costs are less than \$100,000; plus
- (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2 % of total costs in excess of \$1,000,000.

B. If the Operator charges engineering, design and drafting costs related to the project directly to the Joint Account:

- (1) 5 % of total costs if such costs are less than \$100,000; plus
- (2) 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- (3) 2 % of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single Major Construction project shall not be treated separately, and the cost of drilling and workover wells and purchasing and installing pumping units and downhole artificial lift equipment shall be excluded. For Catastrophes, the rates shall be applied to all costs associated with each single occurrence or event.

On each project, the Operator shall advise the Non-Operator(s) in advance which of the above options shall apply.

For the purposes of calculating Catastrophe Overhead, the cost of drilling relief wells, substitute wells, or conducting other well operations directly resulting from the catastrophic event shall be included. Expenditures to which these rates apply shall not be reduced by salvage or insurance recoveries. Expenditures that qualify for Major Construction or Catastrophe Overhead shall not qualify for overhead under any other overhead provisions.

In the event of any conflict between the provisions of this Section III.2 and the provisions of Sections II.2 (*Labor*), II.5 (*Services*), or II.7 (*Affiliates*), the provisions of this Section III.2 shall govern.

3. AMENDMENT OF OVERHEAD RATES

The overhead rates provided for in this Section III may be amended from time to time if, in practice, the rates are found to be insufficient or excessive, in accordance with the provisions of Section I.6.B (*Amendments*).

IV. MATERIAL PURCHASES, TRANSFERS, AND DISPOSITIONS

The Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for direct purchases, transfers, and dispositions. The Operator shall provide all Material for use in the conduct of Joint Operations; however, Material may be supplied by the Non-Operators, at the Operator's option. Material furnished by any Party shall be furnished without any express or implied warranties as to quality, fitness for use, or any other matter.

1. DIRECT PURCHASES

Direct purchases shall be charged to the Joint Account at the price paid by the Operator after deduction of all discounts received. The Operator shall make good faith efforts to take discounts offered by suppliers, but shall not be liable for failure to take discounts except to the extent such failure was the result of the Operator's gross negligence or willful misconduct. A direct purchase shall be deemed to occur when an agreement is made between an Operator and a third party for the acquisition of Material for a specific well site or location. Material provided by the Operator under "vendor stocking programs," where the initial use is for a Joint Property and title of the Material does not pass from the manufacturer, distributor, or agent until usage, is considered a direct purchase. If Material is found to be defective or is returned to the manufacturer, distributor, or agent for any other reason, credit shall be passed to the Joint Account within sixty (60) days after the Operator has received adjustment from the manufacturer, distributor, or agent.

2. TRANSFERS

A transfer is determined to occur when the Operator (i) furnishes Material from a storage facility or from another operated property, (ii) has assumed liability for the storage costs and changes in value, and (iii) has previously secured and held title to the transferred Material. Similarly, the removal of Material from the Joint Property to a storage facility or to another operated property is also considered a transfer; provided, however, Material that is moved from the Joint Property to a storage location for safe-keeping pending disposition may remain charged to the Joint Account and is not considered a transfer. Material shall be disposed of in accordance with Section IV.3 (*Disposition of Surplus*) and the Agreement to which this Accounting Procedure is attached.

A. PRICING

The value of Material transferred to/from the Joint Property should generally reflect the market value on the date of physical transfer. Regardless of the pricing method used, the Operator shall make available to the Non-Operators sufficient documentation to verify the Material valuation. When higher than specification grade or size tubulars are used in the conduct of Joint Operations, the Operator shall charge the Joint Account at the equivalent price for well design specification tubulars, unless such higher specification grade or sized tubulars are approved by the Parties pursuant to Section I.6.A (*General Matters*). Transfers of new Material will be priced using one of the following pricing methods; provided, however, the Operator shall use consistent pricing methods, and not alternate between methods for the purpose of choosing the method most favorable to the Operator for a specific transfer:

- (1) Using published prices in effect on date of movement as adjusted by the appropriate COPAS Historical Price Multiplier (HPM) or prices provided by the COPAS Computerized Equipment Pricing System (CEPS).
 - (a) For oil country tubulars and line pipe, the published price shall be based upon eastern mill carload base prices (Houston, Texas, for special end) adjusted as of date of movement, plus transportation cost as defined in Section IV.2.B (*Freight*).
 - (b) For other Material, the published price shall be the published list price in effect at date of movement, as listed by a Supply Store nearest the Joint Property where like Material is normally available, or point of manufacture plus transportation costs as defined in Section IV.2.B (*Freight*).
- (2) Based on a price quotation from a vendor that reflects a current realistic acquisition cost.
- (3) Based on the amount paid by the Operator for like Material in the vicinity of the Joint Property within the previous twelve (12) months from the date of physical transfer.
- (4) As agreed to by the Participating Parties for Material being transferred to the Joint Property, and by the Parties owning the Material for Material being transferred from the Joint Property.

B. FREIGHT

Transportation costs shall be added to the Material transfer price using the method prescribed by the COPAS Computerized Equipment Pricing System (CEPS). If not using CEPS, transportation costs shall be calculated as follows:

- (1) Transportation costs for oil country tubulars and line pipe shall be calculated using the distance from eastern mill to the Railway Receiving Point based on the carload weight basis as recommended by the COPAS MFI-38 ("Material Pricing Manual") and other COPAS MFIs in effect at the time of the transfer.
- (2) Transportation costs for special mill items shall be calculated from that mill's shipping point to the Railway Receiving Point. For transportation costs from other than eastern mills, the 30,000-pound interstate truck rate shall be used. Transportation costs for macaroni tubing shall be calculated based on the interstate truck rate per weight of tubing transferred to the Railway Receiving Point.
- (3) Transportation costs for special end tubular goods shall be calculated using the interstate truck rate from Houston, Texas, to the Railway Receiving Point.
- (4) Transportation costs for Material other than that described in Sections IV.2.B.(1) through (3), shall be calculated from the Supply Store or point of manufacture, whichever is appropriate, to the Railway Receiving Point

Regardless of whether using CEPS or manually calculating transportation costs, transportation costs from the Railway Receiving Point to the Joint Property are in addition to the foregoing, and may be charged to the Joint Account based on actual costs incurred. All transportation costs are subject to Equalized Freight as provided in Section II.4 (*Transportation*) of this Accounting Procedure.

C. TAXES

Sales and use taxes shall be added to the Material transfer price using either the method contained in the COPAS Computerized Equipment Pricing System (CEPS) or the applicable tax rate in effect for the Joint Property at the time and place of transfer. In either case, the Joint Account shall be charged or credited at the rate that would have governed had the Material been a direct purchase.

D. CONDITION

(1) Condition "A" – New and unused Material in sound and serviceable condition shall be charged at one hundred percent (100%) of the price as determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*). Material transferred from the Joint Property that was not placed in service shall be credited as charged without gain or loss; provided, however, any unused Material that was charged to the Joint Account through a direct purchase will be credited to the Joint Account at the original cost paid less restocking fees charged by the vendor. New and unused Material transferred from the Joint Property may be credited at a price other than the price originally charged to the Joint Account provided such price is approved by the Parties owning such Material, pursuant to Section I.6.A (*General Matters*). All refurbishing costs required or necessary to return the Material to original condition or to correct handling, transportation, or other damages will be borne by the divesting property. The Joint Account is responsible for Material preparation, handling, and transportation costs for new and unused Material charged to the Joint Property either through a direct purchase or transfer. Any preparation costs incurred, including any internal or external coating and wrapping, will be credited on new Material provided these services were not repeated for such Material for the receiving property.

(2) Condition "B" – Used Material in sound and serviceable condition and suitable for reuse without reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by seventy-five percent (75%).

Except as provided in Section IV.2.D(3), all reconditioning costs required to return the Material to Condition "B" or to correct handling, transportation or other damages will be borne by the divesting property.

If the Material was originally charged to the Joint Account as used Material and placed in service for the Joint Property, the Material will be credited at the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) multiplied by sixty-five percent (65%).

Unless otherwise agreed to by the Parties that paid for such Material, used Material transferred from the Joint Property that was not placed in service on the property shall be credited as charged without gain or loss.

(3) Condition "C" – Material that is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced by multiplying the price determined in Sections IV.2.A (*Pricing*), IV.2.B (*Freight*), and IV.2.C (*Taxes*) by fifty percent (50%).

The cost of reconditioning may be charged to the receiving property to the extent Condition "C" value, plus cost of reconditioning, does not exceed Condition "B" value.

(4) Condition "D" – Material that (i) is no longer suitable for its original purpose but useable for some other purpose, (ii) is obsolete, or (iii) does not meet original specifications but still has value and can be used in other applications as a substitute for items with different specifications, is considered Condition "D" Material. Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing, or drill pipe utilized as line pipe shall be priced at used line pipe prices. Casing, tubing, or drill pipe used as higher pressure service lines than standard line pipe, e.g., power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non-upset basis. For other items, the price used should result in the Joint Account being charged or credited with the value of the service rendered or use of the Material, or as agreed to by the Parties pursuant to Section 1.6.A (*General Matters*).

(5) Condition "E" – Junk shall be priced at prevailing scrap value prices.

E. OTHER PRICING PROVISIONS

(1) Preparation Costs

Subject to Section II (*Direct Charges*) and Section III (*Overhead*) of this Accounting Procedure, costs incurred by the Operator in making Material serviceable including inspection, third party surveillance services, and other similar services will be charged to the Joint Account at prices which reflect the Operator's actual costs of the services. Documentation must be provided to the Non-Operators upon request to support the cost of service. New coating and/or wrapping shall be considered a component of the Materials and priced in accordance with Sections IV.1 (*Direct Purchases*) or IV.2.A (*Pricing*), as applicable. No charges or credits shall be made for used coating or wrapping. Charges and credits for inspections shall be made in accordance with COPAS MFI-38 ("Material Pricing Manual").

(2) Loading and Unloading Costs

Loading and unloading costs related to the movement of the Material to the Joint Property shall be charged in accordance with the methods specified in COPAS MFI-38 ("Material Pricing Manual").

3. DISPOSITION OF SURPLUS

Surplus Material is that Material, whether new or used, that is no longer required for Joint Operations. The Operator may purchase, but shall be under no obligation to purchase, the interest of the Non-Operators in surplus Material.

Dispositions for the purpose of this procedure are considered to be the relinquishment of title of the Material from the Joint Property to either a third party, a Non-Operator, or to the Operator. To avoid the accumulation of surplus Material, the Operator should make good faith efforts to dispose of surplus within twelve (12) months through buy/sale agreements, trade, sale to a third party, division in kind, or other dispositions as agreed to by the Parties.

Disposal of surplus Materials shall be made in accordance with the terms of the Agreement to which this Accounting Procedure is attached. If the Agreement contains no provisions governing disposal of surplus Material, the following terms shall apply:

- The Operator may, through a sale to an unrelated third party or entity, dispose of surplus Material having a gross sale value that is less than or equal to the Operator's expenditure limit as set forth in the Agreement to which this Accounting Procedure is attached without the prior approval of the Parties owning such Material.
- If the gross sale value exceeds the Agreement expenditure limit, the disposal must be agreed to by the Parties owning such Material.
- Operator may purchase surplus Condition "A" or "B" Material without approval of the Parties owning such Material, based on the pricing methods set forth in Section IV.2 (*Transfers*).
- Operator may purchase Condition "C" Material without prior approval of the Parties owning such Material if the value of the Materials, based on the pricing methods set forth in Section IV.2 (*Transfers*), is less than or equal to the Operator's expenditure limitation set forth in the Agreement. The Operator shall provide documentation supporting the classification of the Material as Condition C.
- Operator may dispose of Condition "D" or "E" Material under procedures normally utilized by Operator without prior approval of the Parties owning such Material.

4. SPECIAL PRICING PROVISIONS

A. PREMIUM PRICING

Whenever Material is available only at inflated prices due to national emergencies, strikes, government imposed foreign trade restrictions, or other unusual causes over which the Operator has no control, for direct purchase the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, making it suitable for use, and moving it to the Joint Property. Material transferred or disposed of during premium pricing situations shall be valued in accordance with Section IV.2 (*Transfers*) or Section IV.3 (*Disposition of Surplus*), as applicable.

B. SHOP-MADE ITEMS

Items fabricated by the Operator's employees, or by contract laborers under the direction of the Operator, shall be priced using the value of the Material used to construct the item plus the cost of labor to fabricate the item. If the Material is from the Operator's scrap or junk account, the Material shall be priced at either twenty-five percent (25%) of the current price as determined in Section IV.2.A (*Pricing*) or scrap value, whichever is higher. In no event shall the amount charged exceed the value of the item commensurate with its use.

C. MILL REJECTS

Mill rejects purchased as "limited service" casing or tubing shall be priced at eighty percent (80%) of K-55/J-55 price as determined in Section IV.2 (*Transfers*). Line pipe converted to casing or tubing with casing or tubing couplings attached shall be priced as K-55/J-55 casing or tubing at the nearest size and weight.

V. INVENTORIES OF CONTROLLABLE MATERIAL

The Operator shall maintain records of Controllable Material charged to the Joint Account, with sufficient detail to perform physical inventories.

Adjustments to the Joint Account by the Operator resulting from a physical inventory of Controllable Material shall be made within twelve (12) months following the taking of the inventory or receipt of Non-Operator inventory report. Charges and credits for overages or shortages will be valued for the Joint Account in accordance with Section IV.2 (*Transfers*) and shall be based on the Condition "B" prices in effect on the date of physical inventory unless the inventorying Parties can provide sufficient evidence another Material condition applies.

1 **1. DIRECTED INVENTORIES**

2
3 Physical inventories shall be performed by the Operator upon written request of a majority in working interests of the Non-Operators
4 (hereinafter, "directed inventory"); provided, however, the Operator shall not be required to perform directed inventories more frequently
5 than once every five (5) years. Directed inventories shall be commenced within one hundred eighty (180) days after the Operator receives
6 written notice that a majority in interest of the Non-Operators has requested the inventory. All Parties shall be governed by the results of
7 any directed inventory.

8
9 Expenses of directed inventories will be borne by the Joint Account; provided, however, costs associated with any post-report follow-up
10 work in settling the inventory will be absorbed by the Party incurring such costs. The Operator is expected to exercise judgment in keeping
11 expenses within reasonable limits. Any anticipated disproportionate or extraordinary costs should be discussed and agreed upon prior to
12 commencement of the inventory. Expenses of directed inventories may include the following:

- 13
14 A. A per diem rate for each inventory person, representative of actual salaries, wages, and payroll burdens and benefits of the personnel
15 performing the inventory or a rate agreed to by the Parties pursuant to Section 1.6.A (*General Matters*). The per diem rate shall also
16 be applied to a reasonable number of days for pre-inventory work and report preparation.
17
18 B. Actual transportation costs and Personal Expenses for the inventory team.
19
20 C. Reasonable charges for report preparation and distribution to the Non-Operators.
21

22 **2. NON-DIRECTED INVENTORIES**

23 A. **OPERATOR INVENTORIES**

24
25 Physical inventories that are not requested by the Non-Operators may be performed by the Operator, at the Operator's discretion. The
26 expenses of conducting such Operator-initiated inventories shall not be charged to the Joint Account.
27

28 B. **NON-OPERATOR INVENTORIES**

29
30 Subject to the terms of the Agreement to which this Accounting Procedure is attached, the Non-Operators may conduct a physical
31 inventory at reasonable times at their sole cost and risk after giving the Operator at least ninety (90) days prior written notice. The
32 Non-Operator inventory report shall be furnished to the Operator in writing within ninety (90) days of completing the inventory
33 fieldwork.
34

35 C. **SPECIAL INVENTORIES**

36
37 The expense of conducting inventories other than those described in Sections V.1 (*Directed Inventories*), V.2.A (*Operator*
38 *Inventories*), or V.2.B (*Non-Operator Inventories*), shall be charged to the Party requesting such inventory; provided, however,
39 inventories required due to a change of Operator shall be charged to the Joint Account in the same manner as described in Section
40 V.1 (*Directed Inventories*).
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EXHIBIT "D"

Attached to and made a part of Operating Agreement dated _____
between Newfield Production Company, as Operator, and _____, et al, as
Non-Operators.

INSURANCE PROVISIONS

To the extent of those liabilities assumed herein Operator shall carry the following insurance for the benefit of the parties, to cover their operations hereunder:

I. Worker's Compensation/Employer's Liability
Employer Liability:

Bodily injury by accident	\$1,000,000 each accident
Bodily injury by disease	\$1,000,000 policy limit
Bodily injury by disease	\$1,000,000 each employee

Including:

Alternative Employer/Borrowed Servant Endorsement

II. General Liability Insurance
Comprehensive General Liability

Limit of Liability:

\$1,000,000. Combined Single Limit Bodily Injury and Property Damage Liability each occurrence, and in the aggregate as applicable.

Including but not limited to:

Contractual Liability
Equipment Property Damage Liability
Products/Completed Operations
Pollution – Sudden & Accidental including Saline

III. Commercial Automobile Liability (Owned, Hired, Non-Owned)

Limit of Liability:

\$1,000,000. Combined Single Limit Bodily Injury and Property Damage each accident.

IV. Excess Liability/Umbrella Insurance

This policy provides coverage excess of the underlying Employers Liability, Comprehensive General Liability and Comprehensive Automobile Liability policies.

Limit of Liability:

\$10,000,000. Combined Single Limit Bodily Injury and Property Damage Liability each occurrence.

V. Additional Provisions

1) To the extent of the liabilities assumed by Operator, all of the above insurance shall be endorsed to provide that:

- (i) Operator's insurers waive their rights of subrogation;
- (ii) Operators insurers name the Non-Operator as an Additional Insured (except for workers compensation insurance);
- (iii) Such insurance coverage is primary.

- 2) The premiums paid for all such insurance policies carried by the Operator shall be charged to the Joint Account of the parties hereto. Losses for which no insurance is required to be carried or in excess of the limits set forth above, shall be borne by parties in proportion to their respective interests herein and shall be charged to the Joint Account.
- 3) Non-Operator may be excluded from Operator's coverage described in Paragraph II through IV above only after furnishing:
 - (i) Express written election to be excluded, and
 - (ii) Insurance Certificate reflecting current and adequate coverage for its participation interest in amounts and on terms as specified above including those endorsements specified in V.1. above
- 4) Operator shall require all contractors (including the drilling contractor) working or performing services hereunder to comply with the Worker's Compensation and Employer's Liability Laws, both State and Federal, and to carry Commercial General Liability with limits in amounts and on terms necessary to cover the work and the obligations of the particular contractor. Contractors Certificate of Insurance will name Operator and Non-Operator(s) as additional insured (except with respect to Worker's Compensation/ Employer's Liability) with waiver of subrogation and thirty (30) days notice of cancellation or material change.
- 5) Operator or Non-Operator as the case may be shall furnish upon written request to the requesting party a certificate of insurance verifying each policy required pursuant to this Agreement. Certificate of Insurance will name Operator or Non-Operator(s) as additional insured (except with respect to Worker's Compensation/ Employer's Liability) with waiver of subrogation and thirty (30) days notice of cancellation or material change.

EXHIBIT "E"

Attached to that certain Operating Agreement dated _____
by and between Newfield Production Company, as Operator,
and _____, as Non-Operator

Gas Balancing Agreement**1. Ownership of Gas Production**

- a. It is the intent of the parties that each party shall have the right to take in kind and separately dispose of its proportionate share of gas (including casinghead gas) produced from each well located on the acreage (the "Contract Area") covered by the Operating Agreement to which this Exhibit is attached ("Operating Agreement").
- b. Operator shall control the gas production and be responsible for administering the provisions of this Agreement and shall make reasonable efforts to deliver or cause to be delivered gas to the parties' gas purchasers as may be required in order to balance the accounts of the parties in accordance with the provisions herein contained. For purposes of this Agreement, Operator shall maintain production accounts of the parties based on the number of MMBtu's actually contained in the gas produced from a particular well and delivered at the outlet of lease equipment for each party's account, regardless of whether sales of the gas are made on a wet or dry basis. All references in this Agreement to quantity or volume shall refer to the number of MMBtu's contained in the gas stream. Toward this end, Operator shall periodically determine or cause to be determined the BTU content of gas produced from each well on a consistent basis and under standard conditions pursuant to any method customarily used in the industry.

2. Balancing of Production Accounts

- a. Any time a party, or such party's purchaser, is not taking or marketing its full share or any portion thereof of gas produced from a particular well (a "Non-Marketing Party"), the remaining parties (the "Marketing Parties") shall have the right, but not the obligation, to produce, take, sell, and deliver for the Marketing Parties' accounts, in addition to the full share of gas to which the Marketing Parties are otherwise entitled, all of the gas attributable to a Non-Marketing Party which is not currently being marketed by such party. That portion of the gas produced which is attributable to a Non-Marketing Party, not taken by such Non-Marketing Party, is referred to in this Agreement as "Overproduction". If there is more than one Marketing Party taking gas attributable to a Non-Marketing Party, each Marketing Party shall be entitled to take a Non-Marketing Party's gas in the ratio that the Marketing Party's interest in production bears to the total interest in production of all Marketing Parties; provided, however, that such gas shall be made available initially to each Underproduced Party in the proportion that its interest in the Contract Area bears to the total interests of all Underproduced Parties desiring to take such gas. If all such gas is not taken by the Underproduced Parties, the portion not taken shall then be made available to the other parties in the proportion that their respective interests in the Contract Area bear to the total interest of such other parties. Each Marketing Party shall be credited with such Overproduction toward its working interest share of recoverable reserves as determined pursuant to Paragraph 2(e).
- b. A party that has not taken its proportionate share of gas produced from any well (an "Underproduced Party") shall be credited with gas in storage equal to its share of gas produced but not taken, less its share of gas used in lease operations, vented or lost (the "Underproduction"). Such Underproduced Party, upon giving not less than fifteen (15) days written notice to Operator, shall be entitled, on a monthly basis beginning the month following receipt of notice, to produce, take, sell, and deliver, in addition to the full share of gas to which that party is otherwise entitled, a quantity of gas ("Make-up Gas") equal to fifty percent (50%) of the total share of gas attributable to all parties having cumulative Overproduction (individually called an "Overproduced Party").
- c. Such Make-up Gas shall be credited against the Underproduced Party's accrued Underproduction in order of accrual (first in, first out accounting method). Notwithstanding the foregoing and subject to subsection (f) below: (i) an Overproduced Party shall never be obligated to reduce its takes to less than fifty percent (50%) of the quantity to which the party is otherwise entitled and (ii) any Overproduced Party shall never be obligated to reduce the take to which such party is otherwise entitled during the production months of November, December, January, February and March.

- d. If there is more than one Underproduced Party desiring Make-up Gas, each Underproduced Party shall be entitled to Make-up Gas in the ratio that such party's interest in production bears to the total interest in production of all Underproduced Parties then desiring Make-up Gas. Any portion of the Make-up Gas to which an Underproduced Party is entitled and which is not taken by the Underproduced Party may be taken by any other Underproduced Party(ies).
- e. If there is more than one Overproduced Party required to furnish Make-up Gas, each Overproduced Party shall furnish Make-up Gas in the ratio that the party's interest in production bears to the total interest in production of all Overproduced Parties then required to furnish Make-up Gas. Except as provided in (f) below, each Overproduced Party in any well shall be entitled, on a monthly basis, to take its full share of gas less its share of the Make-up Gas then being produced from the particular well in which it is overproduced.
- f. If any party, in good faith reliance upon a reputable third party engineering reserve report, believes an Overproduced Party has recovered one hundred percent (100%) of that Overproduced Party's share of the recoverable reserves from a particular well, such Overproduced Party, on being notified in writing of that fact by Operator, or any Non-Operator in the event Operator is the party to whom such notice is directed, shall cease taking gas from such well and the remaining parties shall be entitled to take one hundred percent (100%) of such production until the accounts of the Parties are balanced. Thereafter, the Overproduced Party shall again have the right to take its share of the remaining production, if any, in accordance with the provisions herein contained. Provided, however, after an Overproduced Party has recovered one hundred percent (100%) or more of its full share of the recoverable reserves as determined herein above from a particular well, the Overproduced Party may continue to produce if such continued production is: (i) necessary for lease maintenance purposes; or, (ii) permitted by a majority of interest of the parties who have not produced one hundred percent (100%) of their recoverable reserves from such well, such majority approval to be evidenced by a written ballot conducted by Operator, or (iii) a subsequent third party engineering report indicates an upward revision in reserves that would result in such party not having produced one hundred percent (100%) of its recoverable reserves. For purposes of this Agreement, such engineering reserve reports may not be commissioned more than twice each calendar year.

3. Cash Balancing

- a. If gas production from a particular well ceases and no attempt is made to restore production (or substitute therefore) within one hundred eighty (180) days thereafter, Operator shall distribute, within two hundred ten (210) days of the date the well last produced gas, a statement of net unrecouped Underproduction and Overproduction and the months and years in which such unrecouped production accrued (the "Final Accounting").
- b. Within thirty (30) days of receipt of such Final Accounting, each Overproduced Party shall remit to Operator for disbursement to the Underproduced Party a sum of money (which sum shall not include interest) equal to the amount actually received or constructively received, under subparagraph (e) below, by such Overproduced Party for sales during the month(s) of Overproduction, calculated in order of accrual, but less applicable taxes, royalties, and reasonable costs of marketing and transporting such gas actually paid by such Overproduced Party. Such remittance shall be based on the number of MMBtu's of Overproduction and shall be accompanied by a statement showing the volumes and prices for each month with accrued unrecouped Overproduction.
- c. Within thirty (30) days of receipt of any remittance by Operator from an Overproduced Party, Operator shall disburse such funds to the Underproduced Party(ies) in accordance with the Final Accounting. Operator assumes no liability with respect to any payment (unless such payment is attributable to Operator's overproduction), it being the intent of the parties that each Overproduced Party shall be solely responsible for reimbursing each Underproduced Party for such Underproduced Party's respective share of overproduction taken by such Overproduced Party in accordance with the provisions herein contained. If any Party fails to pay any sum due under the terms hereof after demand by the Operator, the Operator shall turn responsibility for the collection of such sum to the Underproduced Party(ies) to whom it is owed, upon which Operator shall have no further responsibility for collection.

- d. In determining the amount of Overproduction for which settlement is due, production taken during any month by an Underproduced Party in excess of the Underproduced Party's share shall be treated as Make-up and shall be applied to reduce prior deficits in the order of accrual of those deficits.
- e. If a portion of an Overproduced Party's gas production is disposed of for its own use, the price for such gas will be the price received for any gas disposed of by such party in arm's lengths transactions. During periods when an Overproduced Party disposed of gas for its own use, sold gas to an affiliate for a net price less than the spot price as defined below, or had no gas sales, overproduction will be valued at the weighted average price received simultaneously by all parties for gas disposed of in arm's length transactions at that time. If no party sold gas on an arm's length basis when the overproduction occurred, then the price shall be determined by using the quoted index price per MMBTU as published in the first issue of the month of production of Platts Gas Daily Price Guide Gas Market Report in the table entitled "Prices of Spot Gas Delivered to Pipelines" (as such may be retitled) for the nearest delivery pooling point, less tariff transportation, gathering (if any), dehydration and other treating costs back to the point of title transfer. If such Gas Market Report (as such may be retitled) ceases to be published then the index will be subject to the negotiation in order to obtain a mutually acceptable substitute report. A price determined for gas production not sold by the Overproduced Party shall be deemed to have been constructively received by such party.
- f. If any refunds are later required by any governmental authority, each party shall be accountable for its respective share of such refunds, as finally balanced hereunder.
- g. Notwithstanding the above, at the election of an Overproduced Party (but not more than once in a calendar year), any Overproduced Party may call for the preparation and distribution of a statement of net current unrecovered Underproduction and Overproduction and the months and years in which such unrecovered production accrued ("Interim Accounting") which shall be determined in accordance with this paragraph. Pursuant to the provisions herein and based upon such Interim Accounting, any Overproduced Party so electing in its own discretion may pay its remittance to Operator for subsequent disbursement to the appropriate Underproduced Party(ies) and such Overproduced Party shall be in balance.

4. Deliverability Tests

At the request of any party, Operator may produce the entire well stream for a deliverability test not to exceed seventy-two (72) hours in duration (or such longer period of time as may be mutually agreed upon by the parties) if required under the requesting party's gas sales or transportation contract.

5. Nominations

Each party shall, on a monthly basis, give Operator sufficient time and data either to nominate such party's respective share of gas to the transporting pipeline(s) or, if Operator is not nominating such party's gas, to inform Operator of the manner in which to dispatch such party's gas. Except as, and to the extent caused by Operator's gross negligence or willful misconduct, Operator shall not be responsible for any fees and/or penalties associated with imbalances charged by any pipeline to any Non-Operators.

6. Statements

On or before the twenty-fifth (25th) day of the month following the month of production, each party taking gas shall furnish or cause to be furnished to Operator a statement of gas taken, expressed in terms of MMBtu's. If actual volume information sufficient to prepare such statement is not made available to the taking party in sufficient time to prepare it, such taking party shall nevertheless furnish a statement of its good faith estimate of the volumes taken and shall furnish Operator with a revised statement as soon as actual volume information is available. Within twenty (20) days of the receipt of all such statements, Operator shall furnish each party a statement of the gas balance among the Parties, including the total quantity of gas produced from each well, the portion thereof used in operations, vented or lost, and the total quantity delivered for each party's account. Any error or discrepancy in Operator's monthly statement shall be promptly reported to Operator and Operator shall make a proper adjustment within thirty (30) days after final determination of the correct quantities involved; provided, however, if no errors or discrepancies are reported to Operator within two (2) years from the date of any statement, the statement shall be conclusively deemed to be correct. Additionally, within ninety (90) days from the end of each calendar year, or from a transfer of interest of a party hereto, non-operators or

such transferring party shall furnish Operator, for the sole purpose of establishing records sufficient to verify cash balancing values, a statement reflecting amounts actually received or constructively received under paragraph 3.(e), on a monthly basis, for the year preceding the calendar year. Any party who fails to provide such statements shall be notified by Operator of its delinquency. If the delinquent statements are not received by Operator within thirty (30) days from the delinquent party's receipt of such notice, Operator shall not allow the delinquent party to produce gas for its account when such party is delinquent in so furnishing the statements.

7. Payment of Taxes

Each Party taking gas shall pay or cause to be paid any and all production, severance, utility, sales, excise, or other taxes due on that gas.

8. Operating Expenses

The operating expenses are to be borne as provided in the Operating Agreement, regardless of whether all parties are selling or using gas or whether the sales and use of each are in proportion to their respective interests in the gas.

9. Overproducing Allowable

Each party shall give Operator sufficient time and data to enable Operator to make appropriate nominations, forecasts and/or filings with the regulatory bodies having jurisdiction to establish allowables. Each party shall at all times regulate its takes and deliveries from the Contract Area so that the well(s) covered hereby shall not be curtailed and/or shut-in for overproducing the assigned allowable production by the regulatory body having jurisdiction.

10. Payment of Royalties

- a. At all times while gas is produced from the Contract Area, each Marketing Party shall make appropriate payment of all royalties, overriding royalties and other payments out of or in lieu of production ("Royalties") burdening its interest based on the actual volume of gas taken or delivered by such Marketing Party, exclusive of gas used in operations, vented, or lost and each party shall protect, indemnify and hold harmless all other parties from any and all claims relating thereto.
- b. It is the intent of the parties that Royalties be paid in accordance with Article 10(a). However, if such arrangement is superseded by statute, rule, regulation, order or any decision by a court having jurisdiction therefore, each party (whether a Marketing Party or Non-Marketing Party) to the extent required to comply with such decision, shall make appropriate payment of all Royalties burdening its interest just as if each such party was taking or delivering its full share and only its full share of such gas production, exclusive of gas used in operations, vented or lost, and each party shall protect, indemnify and hold harmless all other parties from any and all claims relating thereto.

11. Application of Agreement

The provisions of this Agreement shall be separately applicable and shall constitute a separate agreement with respect to gas produced from each well located on the Contract Area.

12. Term

This Agreement shall terminate when gas production under the Operating Agreement permanently ceases and the accounts of the parties are finally settled in accordance with its provisions.

13. Operator's Liability

Except as otherwise provided herein, Operator is authorized to administer the provisions of this Agreement, but shall have no liability to the other parties for losses sustained or liability incurred which arise out of or in connection with the performance of Operator's duties hereunder except such as may result from Operator's gross negligence or willful misconduct.

14. Audits

Any Underproduced Party shall have the right for a period of two (2) years after receipt of payment pursuant to a Final Accounting and after giving written notice to all parties, to audit an Overproduced Party's accounts and receipts relating to a payment. Any Overproduced Party shall

have the right for a period of two (2) years after tender of payment for unrecouped volumes and on giving written notice to all parties, to audit an Underproduced Party's records as to volumes. The party conducting such audit shall bear the costs of the audit. Additionally, Operator shall have the right for a period of two (2) years after receipt of an annual statement from a non-operator, under paragraph 6 after giving written notice to the affected non-operator, to audit such non-operator's accounts and records relating to such payment. The costs of the audit shall be borne by the joint account.

15. Successors and Assigns

The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective successors and assigns, and may be assigned in whole or in part from time to time; provided, however that (a) any such assignment shall be made subject to the Operating Agreement to which this Agreement is attached (if any) and as among the parties shall not be valid without the written acceptance of the terms of the Agreement by the Assignee; (b) the Assignee shall acquire such interest subject to any Overproduction and/or Underproduction imbalances existing at such time as well as any cash balancing obligation created thereby.

16. Liquefiable Hydrocarbons Not Covered Under Agreement

The Parties shall share proportionately in and own all liquid hydrocarbons recovered with the gas sales by lease equipment, in accordance with their respective interests.

17. Conflict

If there is a conflict between the terms of this Agreement and the terms of any gas sales contract covering the Contract Area entered into by any party, the terms of this Agreement shall govern.

18. Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award may be entered in any Court having jurisdiction thereof. The arbitrator shall not award punitive or consequential damages in settlement of any controversy or claim.

19. Operator's Fees

Operator shall charge the Underproduced Parties (in proportion of each Underproduced Parties' cumulative volume of Underproduction divided by the total cumulative volume of Underproduction of all Underproduced Parties) the lesser of actual costs incurred in maintaining the accounts which are not covered by the COPAS allowances or Two Hundred Dollars (\$200.00) per month per well for each month during which Operator maintains accounts hereunder for such well. Escalation of this fee shall be allowed annually pursuant to the published COPAS guidelines.

(END OF EXHIBIT "E")

EXHIBIT "F"

Attached to that certain Operating Agreement dated _____, for
Township _____, Range _____,
Section:
Duchesne County, Utah

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the Operator shall be bound by and comply with all terms and provisions of Section 202 of Executive Order 11246 of September 24, 1965, all of which are incorporated herein by references to the same extent as if fully set out herein, and shall be bound by and comply with the rules, regulations and relevant orders adopted pursuant to such Executive Order.

Operator assures Non-Operator that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. For this purpose, it is understood that the phrase "segregated facilities" includes facilities which are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. It is further understood and agreed that maintaining or providing segregated facilities for its employees or permitting its employees to perform their services at any location under its control where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965. Operator further understands and agrees that a breach of the assurance herein contained subjects it to the provisions of the Order at 41 CFR Chapter 60 of the Secretary of Labor, dated May 21, 1968, and the provisions of the equal opportunity clause enumerated in contracts between the United States of America and Non-Operator.

7-A

NEWFIELD



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159	
Outside Operated AFE No.	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLG DV	State Lease Number	County/ Parish DUCHE SNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
25159A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
25159C			
COMPL	\$1,054,422.00	\$157,800.00	\$1,212,222.00
25159D			
DRLG DV	\$1,535,823.00	\$404,980.00	\$1,940,803.00
25159F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest Owner

Oracle ID, Site No.

Working Interest

Net Cost

HEIRS OF AGNES S KNAPP, C/O CAROL JEAN KNAPP BARNEY,
MARADEL KNAPP BROWN, ERICK KNAPP, FRANK KNAPP

0.002885%

\$119.83

GENERAL COMMENTS

NEWFIELD APPROVALS

DATE

Partner: HEIRS OF AGNES S KNAPP, C/O CAROL JEAN KNAPP BARNEY,
MARADEL KNAPP BROWN, ERICK KNAPP, FRANK KNAPP

Per:

Name:

Title:

Date:

NEWFIELD



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No 25159	
Outside Operated AFE No	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLG DV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
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FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest Owner

CRAIG MACFARLANE, HEIR OF NORENE MILLER

Oracle ID, Site No.

Working Interest

0.000481%

Net Cost

\$19.97

GENERAL COMMENTS

NEWFIELD APPROVALS

DATE

Partner: CRAIG MACFARLANE, HEIR OF NORENE MILLER

Per:

Name:

Title:

Date:

NEWFIELD

Authorization for
Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159	
Outside Operated AFE No	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLG DV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
25159A			
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25159F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest OwnerHEIR OF HENRY A SMITH
C/O DERIL SMITHOracle ID, Site No.Working Interest

0.000288%

Net Cost

\$11.98

GENERAL COMMENTS

NEWFIELD APPROVALS

DATE

Partner: HEIR OF HENRY A SMITH
C/O DERIL SMITH

Per:

Name:

Title:

Date:

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159	
Outside Operated AFE No	Report Center 500298889	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
25159A ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
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25159D DRLGDV	\$1,535,823.00	\$404,980.00	\$1,940,803.00
25159F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest OwnerFREDERICK H BLECHMANN &
CLARICE E BLECHMANN, TICOracle ID, Site No.Working Interest

0.144270%

Net Cost

\$5,992.79

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

**Partner: FREDERICK H BLECHMANN &
CLARICE E BLECHMANN, TIC****Per:****Name:****Title:****Date:**

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159	
Outside Operated AFE No	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
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FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest OwnerHEIRS OF AGNES S KNAPP, C/O CAROL JEAN KNAPP BARNEY,
MARADEL KNAPP BROWN, ERICK KNAPP, FRANK KNAPPOracle ID Site No.Working Interest

0.002885%

Net Cost

\$119.63

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: HEIRS OF AGNES S KNAPP, C/O CAROL JEAN KNAPP BARNEY,
MARADEL KNAPP BROWN, ERICK KNAPP, FRANK KNAPP**Per:****Name:****Title:****Date:**

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159	
Outside Operated AFE No	Report Center 500298989	DOI Number 207743

Name		AFE Type	State Lease Number	County/ Parish	State	Estimated Start Date	Estimated Completion Date	
UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE		DRLGDV		DUCHESNE	UT			
Field	Surface Location		Bottom Hole Location		Formation		MD	TVD
UINTA CB - WASATCH DEEP								
Team Reservoir Area	Township - Range - Section		Abstract/ Survey					
UINTA CENTRAL BASIN								

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
25159A ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
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25159D DRLGDV	\$1,535,823.00	\$404,980.00	\$1,940,803.00
25159F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest OwnerHEIR OF SARA TANNER
C/O ISABELL T JENSENOracle ID, Site No.Working Interest

0.007213%

Net Cost

\$299.63

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: HEIR OF SARA TANNER
C/O ISABELL T JENSEN**Per:****Name:****Title:****Date:**

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No 25159A	
Outside Operated AFE No.	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
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25159C COMPL	\$1,054,422.00	\$157,800.00	\$1,212,222.00
25159D DRLGDV	\$1,535,823.00	\$404,980.00	\$1,940,803.00
25159F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest Owner

JERRY K LEMON

Oracle ID, Site No.Working Interest

0.157831%

Net Cost

\$6,556.07

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: JERRY K LEMON**Per:****Name:****Title:****Date:**

NEWFIELD



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No 25159	
Outside Operated AFE No	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEP	Surface Location	Bottom Hole Location	Formation	MO	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
25159A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
25159C			
COMPL	\$1,054,422.00	\$157,800.00	\$1,212,222.00
25159D			
DRLGDV	\$1,535,823.00	\$404,980.00	\$1,940,803.00
25159F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest Owner

LAURA MACFARLANE, HEIR OF NORENE MILLER

Oracle ID, Site No.Working Interest

0.000481%

Net Cost

\$19.97

GENERAL COMMENTS

NEWFIELD APPROVALS

DATE

Partner: LAURA MACFARLANE, HEIR OF NORENE MILLER

Per:

Name:

Title:

Date:

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No 25159	
Outside Operated AFE No.	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
25159A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
25159C			
COMPL	\$1,054,422.00	\$157,800.00	\$1,212,222.00
25159D			
DRLGDV	\$1,535,823.00	\$404,980.00	\$1,940,803.00
25159F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest Owner

E. LEON SPROUSE

Oracle ID, Site No.Working Interest

1.578308%

Net Cost

\$65,560.71

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: E. LEON SPROUSE

Per:

Name:

Title:

Date:

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No 25159	
Outside Operated AFE No	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE		AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation		MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey					

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
25159A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
25159C			
COMPL	\$1,054,422.00	\$157,800.00	\$1,212,222.00
25159D			
DRLGDV	\$1,535,823.00	\$404,980.00	\$1,940,803.00
25159F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest OwnerHEIRS OF AGNES S KNAPP, C/O CAROL JEAN KNAPP BARNEY,
MARADEL KNAPP BROWN, ERICK KNAPP, FRANK KNAPPGrade ID, Site No.Working Interest

0.002885%

Net Cost

\$119.83

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: HEIRS OF AGNES S KNAPP, C/O CAROL JEAN KNAPP BARNEY,
MARADEL KNAPP BROWN, ERICK KNAPP, FRANK KNAPP**Per:****Name:****Title:****Date:**

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No 25159A	
Outside Operated AFE No.	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
25159A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
25159C			
COMPL	\$1,054,422.00	\$157,800.00	\$1,212,222.00
25159D			
DRLGDV	\$1,535,823.00	\$404,980.00	\$1,940,803.00
25159F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,681.00	\$843,280.00	\$4,153,861.00

Joint Interest Owner

NEIL R LEMON

Oracle ID, Site No.Working Interest

0.157831%

Net Cost

\$6,556.07

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: NEIL R LEMON**Per:****Name:****Title:****Date:**

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159	
Outside Operated AFE No.	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
25159A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
25159C			
COMPL	\$1,054,422.00	\$157,800.00	\$1,212,222.00
25159D			
DRLGDV	\$1,535,823.00	\$404,980.00	\$1,940,803.00
25159F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,310,581.00	\$843,280.00	\$4,153,861.00

Joint Interest Owner
RONALD L SCHNEIDEROracle ID, Site No.Working Interest
0.144270%Net Cost
\$5,992.79**GENERAL COMMENTS****NEWFIELD APPROVALS****DATE****Partner:** RONALD L SCHNEIDER**Per:****Name:****Title:****Date:**

NEWFIELD



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159D
Outside Operated AFE No.	Report Center 500298989
	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEP	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

Account	Description	Gross Est. (\$)
Drilling Intangible Costs		
880103	Casing Crews & Running Tools - Casing & Tubing	46,000.00
880105	Cementing	77,000.00
880107	Chemical Treatment - Subsurface	2,400.00
880110	Consultants	70,000.00
880113	Directional Drilling Operations	60,000.00
880117	Environment & Safety	1,000.00
880120	Fluid Disposal	10,000.00
880121	Formation Evaluation	75,000.00
880129	Inspection - Bottom Hole Assembly	4,000.00
880131	Inspection - Drill Pipe	6,000.00
880138	Instrumentation	11,900.00
880143	Location Preparation	120,000.00
880146	Miscellaneous Services	20,000.00
880147	Mud Logging Services	20,009.00
880150	Rig Costs - Dayrate	280,305.00
880152	Rig Costs - Turnkey	10,000.00
880153	Rig Mob & Demob	90,000.00
880160	Testing - Well Control Equipment	5,000.00
880162	Transportation - Land	40,000.00
880166	Welding	2,000.00
880301	Bits	40,000.00
880302	Blow Out Preventors	9,000.00
880310	Drill String	60,000.00
880313	Fuel - Rigs / Platforms / Lease (Delivered)	80,000.00
880324	Living Quarters	24,990.00
880328	Miscellaneous Surface Equipment	20,000.00
880329	Mud - Drilling	90,000.00
880330	Mud Monitoring & Processing	8,000.00
880345	Tanks	10,000.00
880346	Tools & Supplies	1,000.00
880350	Water	20,000.00
880501	Insurance	4,085.00
880502	Land Owner Fees	35,000.00
880503	Legal Fees	80,000.00
880511	Regulatory Compliance	5,000.00
880963	Contingency	92,133.00
880965	Overhead	6,001.00
	Sub-total:	1,535,823.00
Drilling Tangible Costs		
880602	Casing Accessories	25,000.00
880604	Packers & Liner Hangers	55,000.00
880607	Pipe - Conductor Casing	5,000.00
880608	Pipe - Surface Casing	28,880.00
880609	Pipe - Intermediate Casing	254,700.00
880611	Pipe - Casing Liners	26,400.00
880617	Wellhead	10,000.00
	Sub-total:	404,980.00

Grand Total:

\$1,940,803.00

NEWFIELD



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159C	
Outside Operated AFE No.	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type COMPL	State Lease Number	County/ Parish DUCHESENE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEI	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

Account	Description	Gross Est. (\$)
Completion Intangible Costs		
881101	Base / Field Office Operations	6,500.00
881102	Cased Hole Electric Wireline	68,600.00
881107	Chemical Treatment - Subsurface	1,500.00
881109	Communications	1,300.00
881110	Consultants	36,800.00
881120	Fluid Disposal	50,000.00
881121	Formation Evaluation	12,000.00
881122	Formation Stimulation - Fracturing	360,000.00
881123	Formation Stimulation - Other	29,760.00
881128	Hot Oiling Services	30,000.00
881141	Labor - Contract Employees	12,250.00
881146	Miscellaneous Services	23,000.00
881150	Rig Costs - Dayrate	120,000.00
881159	Testing - Well & Well Flowback	62,800.00
881160	Testing - Well Control Equipment	35,000.00
881162	Transportation - Land	28,600.00
881302	Blow Out Preventors	25,750.00
881304	Completion Fluids	37,620.00
881307	Cranes	30,000.00
881310	Drill String	25,000.00
881963	Contingency	51,942.00
881965	Overhead	6,000.00
Sub-total:		1,054,422.00
Completion Tangible Costs		
881601	Artificial Lift	25,200.00
881604	Packers & Liner Hangers	20,000.00
881613	Pipe - Tubing	61,600.00
881617	Wellhead	51,000.00
Sub-total:		157,800.00
Grand Total:		\$1,212,222.00

NEWFIELD



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159F	
Outside Operated AFE No.	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type FACWH	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEI	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

<u>Account</u>	<u>Description</u>	<u>Gross Est. (\$)</u>
Construction Intangible Costs		
883110	Consultants	1,200.00
883127	Hookup Services	200,000.00
883138	Instrumentation	51,627.00
883141	Labor - Contract Employees	48,500.00
883145	Measurement	30,555.00
883307	Cranes	9,500.00
883311	Electrical Repairs	30,000.00
883317	Gas Measurement	500.00
883321	Heaters - Indirect Line	8,750.00
883322	Insulation	48,000.00
883328	Miscellaneous Surface Equipment	77,800.00
883336	Pumps	9,652.00
883337	Safety Equipment	4,710.00
883345	Tanks	48,245.00
883347	Treaters	59,675.00
883351	Water Handling Equipment	5,000.00
883963	Contingency	31,686.00
Sub-total:		665,400.00
Grand Total:		\$665,400.00

NEWFIELD**Cost Estimate**

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 25159A	
Outside Operated AFE No.	Report Center 500298989	DOI Number 207743

Name UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE	AFE Type ARTLFT	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEI	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 6-7-3-2 - DRILL & COMPLETE

<u>Account</u>	<u>Description</u>	<u>Gross Est. (\$)</u>
Recompletion Intangible Costs		
882119	Fishing Operations	1,000.00
882128	Hot Oiling Services	8,000.00
882139	Labor - Company Supervision	1,750.00
882146	Miscellaneous Services	600.00
882150	Rig Costs - Dayrate	19,500.00
882155	Slickline Services	150.00
882162	Transportation - Land	4,500.00
882307	Cranes	3,500.00
882963	Contingency	15,936.00
	Sub-total:	54,936.00
Recompletion Tangible Costs		
882601	Artificial Lift	220,000.00
882613	Pipe - Tubing	3,000.00
882614	Rods	43,500.00
882616	Tubing Accessories	6,000.00
882617	Wellhead	8,000.00
	Sub-total:	280,500.00
Grand Total:		\$335,436.00

7-B

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name		AFE Type	State Lease Number	County/ Parish	State	Estimated Start Date	Estimated Completion Date		
UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE		DRLGDV		DUCHESNE	UT				
Field	Surface Location		Bottom Hole Location		Formation		MD	TVD	
UINTA CB - WASATCH DEEP									
Team Reservoir Area	Township - Range - Section		Abstract/ Survey						
UINTA CENTRAL BASIN									

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C			
COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D			
DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest OwnersHEIRS OF AGNES S KNAPP, C/O CAROL JEAN
KNAPP BARNEY, MARADEL KNAPP BROWN,
ERICK KNAPP, FRANK KNAPPOracle ID, Site No.Working Interest

0.011424

Net Cost

\$495.78

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: HEIRS OF AGNES S KNAPP

Per:

Name:

Title:

Date:

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Tram Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C			
COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D			
DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest Owners
CRAIG MACFARLANEOracle ID, Site No.Working Interest
0.001904Net Cost
\$82.63**GENERAL COMMENTS****NEWFIELD APPROVALS**

DATE

Partner: CRAIG MACFARLANE**Per:****Name:****Title:****Date:**

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No 26584	
Outside Operated AFE No	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEP	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest Owners

HEIR OF HENRY A SMITH, C/O DERIL SMITH

Oracle ID, Site No.Working Interest

0.001142

Net Cost

\$49.57

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: HEIR OF HENRY A SMITH, C/O DERIL SMITHPer:Name:Title:Date:

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE		AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation		MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey					

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest OwnersHEIR OF FREDERICK H BLECHMAN AND
CLARICE E BLECHMANN,
C/O EMMY BLECHMANNOracle ID Site No.Working Interest

0.571293

Net Cost

\$24,793.41

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: HEIR OF FREDERICK H BLECHMAN AND CLARICE E BLECHMANN
Per:
Name:
Title:
Date:

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type DRLGDV	Slate Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEP	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest OwnersHEIR OF SARA TANNER,
C/O ISABELLE T JENSENOracle ID, Site No.Working InterestNet Cost

0.028564

\$1,239.65

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: HEIR OF SARA TANNER, C/O ISABELLE T JENSEN
Per:
Name:
Title:
Date:

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEP	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C			
COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D			
DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest Owners

JERRY K LEMON

Oracle ID, Site No.Working Interest

0.625000

Net Cost

\$27,124.21

GENERAL COMMENTS**NEWFIELD APPROVALS****DATE****Partner: JERRY K LEMON****Per:****Name:****Title:****Date:**

NEWFIELD



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C			
COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D			
DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest Owners

LAURA MACFARLANE TWISS

Oracle ID, Site No.

Working Interest

0.001904

Net Cost

\$82 63

GENERAL COMMENTS

NEWFIELD APPROVALS

DATE

Partner: LAURA MACFARLANE TWISS
Per:
Name:
Title:
Date:

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 26584	
Outside Operated AFE No	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE		AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation		MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey					

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest Owners

NEIL R LEMON

Oracle ID, Site No.Working Interest

0.625000

Net Cost

\$27,124.21

GENERAL COMMENTS**NEWFIELD APPROVALS****DATE****Partner: NEIL R LEMON****Per:****Name:****Title:****Date:**

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No 26584	
Outside Operated AFE No	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE		AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation		MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey					

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C			
COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D			
DRLGDV	\$1,808,598.00	\$396,880.00	\$2,005,478.00
26584F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$635,180.00	\$4,339,874.00

Joint Interest Owners

RONALD L SCHNEIDER

Oracle ID Site No.Working Interest

0.571293

Net Cost

\$24,793.41

GENERAL COMMENTS**NEWFIELD APPROVALS****DATE****Partner: RONALD L SCHNEIDER****Per:****Name:****Title:****Date:**

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE		AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation		MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey					

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest Owners

JOHN R ZACKRISON C/O MARY ZACKRISON

Oracle ID, Site No.Working Interest

0.142821

Net Cost

\$8,198.26

GENERAL COMMENTS

NEWFIELD APPROVALS

DATE

Partner: JOHN R ZACKRISON C/O MARY ZACKRISON**Per:****Name:****Title:****Date:**

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type DRLGCV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEP	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D DRLGCV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest OwnersLILLIAN F SMITH, J FISH SMITH, MENLO F
SMITH AS TRUSTEES FOR LILLIAN SMITH, U/A
DATED OCT 10, 1972Oracle ID, Site No.Working InterestNet Cost

0.571293

\$24,793.40

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: LILLIAN F SMITH, J FISH SMITH, MENLO F SMITH AS TRUSTEES FOR LILLIAN SMITH, U/A DATED OCT 10, 1972
Per:
Name:
Title:
Date:

NEWFIELD**Authorization for
Expenditure**

Operator NEWFIELD PRODUCTION COMPANY	AFE No 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEP	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D DRLGDV	\$1,608,596.00	\$396,980.00	\$2,005,478.00
26584F FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest OwnersPEARL DAVIS REAY AS TRUSTEE OF
THE PEARL DAVIS REAY FLT DATED
JAN 28, 1982Oracle ID Site No.Working Interest

0.394688

Net Cost

\$17,128.94

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: PEARL DAVIS REAY AS TRUSTEE OF THE PEARL DAVIS REAY FLT DATED JAN 28, 1982
Per:
Name:
Title:
Date:

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 26584	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W- DRILL & COMPLETE		AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - WASATCH DEEP	Surface Location		Bottom Hole Location		Formation		MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section		Abstract/ Survey					

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
26584A			
ARTLFT	\$54,936.00	\$280,500.00	\$335,436.00
26584C			
COMPL	\$1,175,760.00	\$157,800.00	\$1,333,560.00
26584D			
DRLGDV	\$1,608,598.00	\$396,880.00	\$2,005,478.00
26584F			
FACWH	\$665,400.00	\$0.00	\$665,400.00
Total Gross Costs	\$3,504,694.00	\$835,180.00	\$4,339,874.00

Joint Interest OwnersM RICHARD WALKER AS TRUSTEE OF
THE VERNE H ELIASON FAMILY TRUSTOracle ID, Site No.Working Interest

3.072917

Net Cost

\$133,360.71

GENERAL COMMENTS**NEWFIELD APPROVALS**

DATE

Partner: M RICHARD WALKER AS TRUSTEE OF THE VERNE H ELIASON FAMILY TRUST
Per:
Name:
Title:
Date:

NEWFIELD



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No 26584D	
Outside Operated AFE No	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type DRLGDV	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEP	Surface Location	Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section		Abstract/ Survey			

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

Account	Description	Gross Est. (\$)
Drilling Intangible Costs		
880103	Casing Crews & Running Tools - Casing & Tubing	46,000.00
880105	Cementing	77,000.00
880107	Chemical Treatment - Subsurface	2,400.00
880110	Consultants	70,000.00
880113	Directional Drilling Operations	60,000.00
880117	Environment & Safety	1,000.00
880120	Fluid Disposal	10,000.00
880121	Formation Evaluation	75,000.00
880129	Inspection - Bottom Hole Assembly	4,000.00
880131	Inspection - Drill Pipe	6,000.00
880138	Instrumentation	11,900.00
880143	Location Preparation	200,000.00
880146	Miscellaneous Services	20,000.00
880147	Mud Logging Services	20,009.00
880150	Rig Costs - Dayrate	285,000.00
880152	Rig Costs - Turnkey	10,000.00
880153	Rig Mob & Demob	90,000.00
880160	Testing - Well Control Equipment	5,000.00
880162	Transportation - Land	40,000.00
880166	Welding	2,000.00
880301	Bits	40,000.00
880302	Blow Out Preventors	9,000.00
880310	Drill String	60,000.00
880313	Fuel - Rigs / Platforms / Lease (Delivered)	80,000.00
880324	Living Quarters	24,990.00
880328	Miscellaneous Surface Equipment	20,000.00
880329	Mud - Drilling	90,000.00
880330	Mud Monitoring & Processing	8,000.00
880345	Tanks	10,000.00
880346	Tools & Supplies	1,000.00
880350	Water	20,000.00
880501	Insurance	4,085.00
880502	Land Owner Fees	40,000.00
880503	Legal Fees	60,000.00
880511	Regulatory Compliance	5,000.00
880963	Contingency	95,213.00
880965	Overhead	6,001.00
Sub-total:		1,608,598.00
Drilling Tangible Costs		
880602	Casing Accessories	25,000.00
880604	Packers & Liner Hangers	55,000.00
880607	Pipe - Conductor Casing	5,000.00
880608	Pipe - Surface Casing	28,880.00
880609	Pipe - Intermediate Casing	240,000.00
880611	Pipe - Casing Liners	33,000.00
880617	Wellhead	10,000.00
Sub-total:		396,880.00

Grand Total:

\$2,005,478.00

NEWFIELD



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 26584C	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type COMPL	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEE	Surface Location	Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

Account	Description	Gross Est. (\$)
Completion Intangible Costs		
881101	Base / Field Office Operations	7,475.00
881102	Cased Hole Electric Wireline	77,700.00
881107	Chemical Treatment - Subsurface	1,500.00
881109	Communications	2,530.00
881110	Consultants	36,800.00
881120	Fluid Disposal	50,000.00
881121	Formation Evaluation	45,000.00
881122	Formation Stimulation - Fracturing	420,000.00
881123	Formation Stimulation - Other	48,748.00
881128	Hot Oiling Services	12,000.00
881141	Labor - Contract Employees	12,250.00
881146	Miscellaneous Services	5,500.00
881150	Rig Costs - Dayrate	120,000.00
881159	Testing - Well & Well Flowback	62,800.00
881160	Testing - Well Control Equipment	35,000.00
881162	Transportation - Land	28,600.00
881302	Blow Out Preventors	29,800.00
881304	Completion Fluids	61,890.00
881307	Cranes	30,000.00
881310	Drill String	25,000.00
881963	Contingency	57,167.00
881965	Overhead	6,000.00
	Sub-total:	1,175,760.00
Completion Tangible Costs		
881601	Artificial Lift	25,200.00
881604	Packers & Liner Hangers	20,000.00
881613	Pipe - Tubing	61,600.00
881617	Wellhead	51,000.00
	Sub-total:	157,800.00
Grand Total:		\$1,333,560.00

NEWFIELD**Cost Estimate**

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 26584F
Outside Operated AFE No.	Report Center 500331332
	DOI Number 208744

Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type FACWH	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEI	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section	Abstract/ Survey				

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

<u>Account</u>	<u>Description</u>	<u>Gross Est. (\$)</u>
Construction Intangible Costs		
883110	Consultants	1,200.00
883127	Hookup Services	200,000.00
883138	Instrumentation	51,627.00
883141	Labor - Contract Employees	48,500.00
883145	Measurement	30,555.00
883307	Cranes	9,500.00
883311	Electrical Repairs	30,000.00
883317	Gas Measurement	500.00
883321	Heaters - Indirect Line	8,750.00
883322	Insulation	48,000.00
883328	Miscellaneous Surface Equipment	77,800.00
883336	Pumps	9,652.00
883337	Safety Equipment	4,710.00
883345	Tanks	48,245.00
883347	Treaters	59,675.00
883351	Water Handling Equipment	5,000.00
883963	Contingency	31,686.00
	Sub-total:	665,400.00
Grand Total:		\$665,400.00

NEWFIELD**Cost Estimate**

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 26584A	
Outside Operated AFE No.	Report Center 500331332	DOI Number 208744

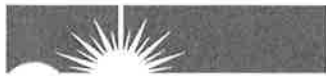
Name UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE	AFE Type ARTLFT	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - WASATCH DEEL	Surface Location	Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section		Abstract/ Survey			

PROJECT DESCRIPTION

UTE TRIBAL 14-9-3-2W - DRILL & COMPLETE

<u>Account</u>	<u>Description</u>	<u>Gross Est. (\$)</u>
Recompletion Intangible Costs		
882119	Fishing Operations	1,000.00
882128	Hot Oiling Services	8,000.00
882139	Labor - Company Supervision	1,750.00
882146	Miscellaneous Services	600.00
882150	Rig Costs - Dayrate	19,500.00
882155	Slickline Services	150.00
882162	Transportation - Land	4,500.00
882307	Cranes	3,500.00
882963	Contingency	15,936.00
	Sub-total:	54,936.00
Recompletion Tangible Costs		
882601-	Artificial Lift	220,000.00
882613	Pipe - Tubing	3,000.00
882614	Rods	43,500.00
882616	Tubing Accessories	6,000.00
882617	Wellhead	8,000.00
	Sub-total:	280,500.00
Grand Total:		\$335,436.00

7-C

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY
Outside Operated AFE No.

AFE No: 25158	Revision/Supp. #
Report Center: 500299002	DOI Number 0

NICKERSON 6-28-3-2W	Unit: Central Basin	AFE Type: Drilling	Estimated Start Date: 01/23/2012	Projected TD: 9635
Objective: Green River/Wasatch	Location: SENW SEC 28 T3S R2W DUCHESNE Co. UT	Project Description: Drill & Complete a Shallow Wasatch well		

Cost Description	Intangible	Tangible	Total
DHC	\$ 2,315,685	\$ 835,835	\$ 3,151,520
Completion	\$ 1,134,889	\$ 1,186,296	\$ 2,321,185
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Totals - Gross Costs	\$ 3,450,574	\$ 2,022,131	\$ 5,472,705

Joint Interest Owners	Oracle ID	Site No.	Working Interest	Net Cost
UNLEASED HEIRS TO THE ESTATE OF STEVEN HULLINGER			0.178571%	\$ 9,773
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals			0.178571%	\$ 9,773

General Comments:

Project Coordinators	Title	Phone Number	Email Address
Stevens, Sean (SS)	Drilling Engineer	303-382-4481	sstevens@newfield.com

Newfield Exploration Company	
Company Representative	Date

UNLEASED HEIRS TO THE ESTATE OF STEVEN HULLINGER	
Approved (Signature)	Date

**NEWFIELD PRODUCTION COMPANY
AUTHORITY FOR EXPENDITURE
DRILLING & COMPLETION**

A/E NO: 25158
LEASE & WELL NO.: NICKERSON 6-28-3-2W
LOCATION: SENW SEC 28 T3S R2W DUCHESNE Co. UT
OPERATOR: Newfield Production Company
DESCRIPTION: Drill & Complete a Shallow Wasatch well

DATE: 01/23/2012
UNIT: Central Basin
OBJECTIVE: Green River/Wasatch
PROPOSED TD: 9635

DRILLING				ESTIMATED COSTS
880101	Base/Field Operations			\$ -
880102	Cased Hole Electric Wireline			\$ -
880103	Casing Crews & Running Tools - Casing & Tubing			\$ 25,000
880105	Cementing			\$ 85,000
880106	Chemical Treatment/Surface			\$ -
880107	Chemical Treatment/Subsurface			\$ 5,000
880108	Coiled Tubing			\$ -
880109	Communications			\$ 4,000
880110	Consultants			\$ 114,000
880111	Core / Fluid Analysis			\$ 280,000
880113	Directional Drilling Operations			\$ 150,000
880115	Engineering - Process			\$ -
880117	Environment & Safety			\$ 1,500
880118	Filtration			\$ -
880119	Fishing Operations			\$ -
880120	Fluid/Cuttings Disposal			\$ 10,000
880121	Formation Evaluation			\$ 306,000
880122	Formation Stimulation - Fracturing			\$ -
880123	Formation Stimulation - Other			\$ -
880125	Hanger - Liner			\$ -
880127	Hookup Services			\$ -
880128	Hot Oiling Services			\$ -
880129	Inspection - Bottom Hole Assembly			\$ 5,000
880130	Inspection - Casing			\$ 4,000
880131	Inspection - Drill Pipe			\$ 5,000
880132	Inspection - Site			\$ -
880133	Inspection - Tubing			\$ -
880135	Inspection/Removal - Pipeline			\$ -
880137	Inspection/Removal - Wellhead & Tree			\$ -
880138	Instrumentation			\$ 19,600
880139	Labor - Company Supervision			\$ -
880140	Labor - Company Employees			\$ -
880141	Labor - Contract Employees			\$ -
880143	Location Preparation			\$ 290,000
880144	Location Remediation & Maintenance			\$ 5,000
880145	Measurement			\$ -
880146	Miscellaneous Services			\$ 5,000
880147	Mud Logging Services			\$ 40,000
880148	Nitrogen Services			\$ -
880149	Project Management			\$ -
880150	Rig Costs - Dayrate	28	Days @ 18000 \$/day	\$ 504,000
880151	Rig Costs - Footage		Feet @ ##### \$/ft	\$ -
880152	Rig Costs - Turnkey			\$ 11,000
880153	Rig Mob & Demob			\$ 70,000
880154	Security			\$ -
880155	Slickline Services			\$ -
880156	Survey - Location			\$ 10,500
880157	Survey - Well			\$ -
880158	Testing - Tubing			\$ -
880159	Testing - Well & Well Flowback			\$ -
880160	Testing - Well Control Equipment			\$ 3,000
880162	Transportation - Land			\$ 35,000

Continued On Page 2

880164	Transportaion-Fuel					\$	-
880165	Tubular Conveyed Perforating & Drill Stem Test Equipment					\$	-
880166	Welding					\$	1,000
880301	Bits					\$	40,000
880302	Blow Out Preventors					\$	6,000
880304	Completion Fluids					\$	-
880305	Compressors					\$	-
880307	Cranes					\$	-
880309	Dehydration Unit					\$	-
880310	Drill String					\$	50,000
880311	Electrical & Repairs					\$	-
880313	Fuel - Rigs/Platforms/Lease (Delivered)					\$	120,000
880314	Fuel Gas (Produced)					\$	-
880315	Fuel Gas Systems					\$	-
880318	Generators					\$	-
880319	Glycol					\$	-
880320	Heat Exchanger/Coolers					\$	-
880321	Heaters - Indirect Line					\$	-
880324	Living Quarters					\$	30,000
880325	Lost in Hole					\$	-
880326	Lubricants					\$	-
880327	Methanol					\$	-
880328	Miscellaneous Surface Equipment					\$	10,000
880329	Mud - Drilling					\$	100,000
880330	Mud Monitoring & Processing					\$	140,000
880332	Oil Measurement Equipment					\$	-
880335	Pipeline / Flowline					\$	-
880336	Pump					\$	-
880337	Safety Equipment					\$	-
880338	Safety Systems					\$	-
880339	Salvage					\$	-
880341	Stabilizer, Under Reamer, Hole Opener					\$	-
880342	Startup Material / Stock					\$	-
880343	Structural Repairs / Major Surface Equipment					\$	-
880345	Tanks					\$	6,000
880346	Tools & Supplies					\$	-
880348	Utility Systems					\$	-
880349	Vapory Recovery System					\$	-
880350	Water					\$	30,000
880351	Water Handling Equipment					\$	-
880352	Well Manifold Skid					\$	-
880601	Artificial Lift					\$	-
880602	Casing Accessories					\$	13,000
880603	Miscellaneous Subsurface Equipment					\$	-
880604	Packers & Liner Hangers					\$	-
880605	Pipe - Caisson					\$	-
880606	Pipe - Drive Pipe					\$	-
880607	Pipe - Conductor Casing					\$	3,000
880608	Pipe - Surface Casing	2500	Feet	@	31.00	\$/ft	\$ 77,500
880609	Pipe - Intermediate Casing					\$	-
880610	Pipe - Production Casing					\$	202,335
880611	Pipe - Casing Liners					\$	-
880612	Pipe - Tieback Casing					\$	-
880613	Pipe - Tubing					\$	-
880614	Rods					\$	-
880615	Safety Valves					\$	-
880616	Tubing Accessories					\$	-
880617	Wellhead					\$	8,000
880503	Legal Fees					\$	26,500
880511	Regulatory Compliance					\$	6,500
880501	Insurance					\$	3,220
880963	Contingency			10	%	\$	286,065
880965	Overhead					\$	4,800
TOTAL DRILLING COST (CASING POINT)							\$ 3,151,520

COMPLETION

881101	Base/Field Operations	\$	-
881102	Cased Hole Electric Wireline	\$	55,000
881103	Casing Crews & Running Tools - Casing & Tubing	\$	-
881105	Cementing	\$	-
881106	Chemical Treatment/Surface	\$	-
881107	Chemical Treatment/Subsurface	\$	1,500
881108	Coiled Tubing Units	\$	-
881109	Communications	\$	-
881110	Consultants	\$	-
881111	Core/Fluid Analysis	\$	-
881113	Directional Drilling Operations	\$	-
881115	Engineering-Process	\$	-
881116	Structural Engineering	\$	-
881117	Environment & Safety	\$	-
881118	Filtration	\$	-
881119	Fishing Operations	\$	-
881120	Fluid Disposal	\$	50,000
881121	Formation Evaluation	\$	25,000
881122	Formation Stimulation - Fracturing	\$	360,000
881123	Formation Stimulation - Other	\$	32,000
881125	Hanger-Liner	\$	-
881127	Hookup Services	\$	-
881128	Hot Oiling Services	\$	16,000
881129	Inspection-Bottom Hole Assembly	\$	-
881130	Inspection-Casing	\$	-
881131	inspection-Drill Pipe	\$	-
881132	Inspection-Site	\$	-
881133	Inspection-Tubing	\$	-
881135	Installation/Removal-Pipeline	\$	170,500
881137	Installation/Removal-Wellhead & Tree	\$	-
881138	Instrumentation	\$	20,000
881139	Labor - Company Supervision	\$	18,400
881140	Labor - Company Employees	\$	6,600
881141	Labor - Contract Employees	\$	9,000
881143	Location Preparation	\$	-
881144	Location Remediation & Maintenance	\$	15,000
881145	Measurement	\$	25,000
881146	Miscellaneous Services	\$	5,500
881147	Mud Logging Services	\$	-
881148	Nitrogen Services	\$	-
881149	Project Management	\$	-
881150	Rig Costs - Dayrate	\$	140,000
881151	Rig Costs-Footage	\$	-
881152	rig Costs-Turnkey	\$	-
881153	Rig Mob & DeMob	\$	-
881154	Security	\$	-
881155	Slickline Services	\$	-
881156	Survey-Location	\$	-
881157	Survey-Well	\$	-
881158	Testing-tubing	\$	-
881159	Testing - Well & Well Flowback	\$	64,000
881160	Testing-Well Control Equipment	\$	15,000
881162	Transportation - Land	\$	11,000
881164	Transportation	\$	-
881165	Tubular Conveyed Perforating & Drill Stem Test Equipment	\$	-
881166	Welding	\$	40,000
881301	Bits	\$	-
881302	Blow Out Preventors	\$	40,000
881304	Completion Fluids	\$	36,000
881305	Compressors	\$	-
881306	Condensate	\$	-
881307	Cranes	\$	45,000
881309	Dehydration Unit	\$	-
881310	Drill String	\$	30,000

881311	Electrical & Repairs					\$	230,000
881313	Fuel-Rig/Platforms/Lease (Delivered)					\$	-
881314	Fuel Gas (Produced)					\$	-
881315	Fuel Gas Systems					\$	-
881318	Generators					\$	-
881319	glycol					\$	5,000
881320	Heat Exchanger/Coolers					\$	-
881321	Heaters - Indirect Line					\$	12,000
881322	Insulation					\$	40,000
881324	Living Quarters					\$	-
881325	Lost In Hole					\$	-
881326	Lubricants					\$	-
881327	Methanol					\$	-
881328	Miscellaneous Surface Equipment					\$	45,000
881329	Mud-Drilling					\$	-
881330	Mud Monitoring & Processing					\$	-
881332	Oil Measurement Equipment					\$	-
881335	Pipeline / Flowline					\$	160,000
881336	Pumps					\$	10,000
881337	Safety Equipment					\$	-
881338	Safety Systems					\$	-
881339	Salvage					\$	-
881340	Separators					\$	-
881341	Stabilizer, Under Reamer, Hole Opener					\$	25,000
881342	Startup Material/Stock					\$	-
881343	Structural Repairs/Major Surface Equipment					\$	-
881345	Tanks					\$	40,000
881346	Tools & Supplies					\$	-
881347	Treaters					\$	64,000
881348	Utility Systems					\$	-
881349	Vapor Recovery System					\$	-
881350	Water					\$	-
881351	Water Handling Equipment					\$	-
881352	Well Manifold Skid					\$	-
881601	Artificial Lift					\$	230,000
881602	Casing Accessories					\$	-
881603	Miscellaneous Subsurface Equipment					\$	-
881604	Packers & Liner Hangers					\$	-
881605	Pipe-Caisson					\$	-
881606	Pipe-Drive Pipe					\$	-
881607	Pipe-Conductor Casing					\$	-
881608	Pipe-Surface Casing					\$	-
881609	Pipe-Intermediate Casing					\$	-
881610	Pipe - Production Casing		Feet	@	\$/ft	\$	-
881611	Pipe - Casing Liners					\$	-
881612	Pipe - Tieback Casing					\$	-
881613	Pipe - Tubing	9435	Feet	@	7.00	\$/ft	\$ 66,045
881614	Rods	9435	Feet	@	5.75	\$/ft	\$ 54,251
881615	Safety Valves					\$	-
881616	Tubing Accessories					\$	10,000
881617	Wellhead					\$	44,000
881502	Land Owner Fees					\$	-
881503	Legal Fees					\$	-
881511	Regulatory Compliance					\$	-
881501	Insurance					\$	-
881963	Contingency			5	%	\$	52,389
881965	Overhead					\$	3,000

TOTAL COMPLETION COST**\$ 2,321,185****TOTAL AFE****\$ 5,472,705**

Non-Operator Approval _____ Title _____ Date _____

Operator Approval _____ Title _____ Date _____

7-D



AFE No. 27196	Revision/Supp #
Report Center: 500332605	DOI Number

Cost Description	Intangible	Tangible	Total
Completion	\$ 2,352,182	\$ 67,825	\$ 2,420,007
DHC	\$ 2,582,784	\$ 762,609	\$ 3,345,393
Artificial Lift	\$ 141,811	\$ 282,900	\$ 434,811
Facilities	\$ 560,400	\$ -	\$ 560,400
	\$ -	\$ -	\$ -
Totals - Gross Costs	\$ 5,637,277	\$ 1,123,334	\$ 6,760,611

Joint Interest Owners	Oracle ID	Site No.	Working Interest	Net Cost
THOMAS JUDD AND ETHEL JUDD			0.218750%	\$ 14,789
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Totals			0.218750%	\$ 14,789

General Comments:

Project Coordinators	Title	Phone Number	Email Address

Newfield Exploration Company	
Company Representative	Date

THOMAS JUDD AND ETHEL JUDD	
Approved (Signature)	Date



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 27196A	
Outside Operated AFE No.	Report Center 500332605	DOI Number

Name RED CAP 2-8-3-WH	AFE Type ARTLFT	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB -WASATCH LIGH	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section 3S-3W-8	Abstract/ Survey				

PROJECT DESCRIPTION

RED CAP 2-8-3-WH

Account	Description	Gross Est. (\$)
Recompletion Intangible Costs		
882110	Consultants	7,500.00
882119	Fishing Operations	1,000.00
882120	Fluid Disposal	1,500.00
882128	Hot Oiling Services	5,000.00
882141	Labor - Contract Employees	64,000.00
882146	Miscellaneous Services	4,500.00
882150	Rig Costs - Dayrate	30,000.00
882155	Slickline Services	575.00
882162	Transportation - Land	3,200.00
882301	Bits	2,000.00
882302	Blow Out Preventors	3,000.00
882304	Completion Fluids	2,100.00
882307	Cranes	1,600.00
882963	Contingency	15,936.00
	Sub-total:	141,911.00
Recompletion Tangible Costs		
882601	Artificial Lift	220,000.00
882613	Pipe - Tubing	8,500.00
882614	Rods	48,000.00
882616	Tubing Accessories	6,000.00
882617	Wellhead	10,400.00
	Sub-total:	292,900.00
Grand Total:		\$434,811.00



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 27196C C1	
Outside Operated AFE No.	Report Center 500332605	DOI Number

Name RED CAP 2-8-3-WH	AFE Type COMPL	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - UTELAND BUTT	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section 3S-3W-8	Abstract/ Survey				

PROJECT DESCRIPTION

RED CAP 2-8-3-WH

<u>Account</u>	<u>Description</u>	<u>Gross Est. (\$)</u>
Completion Intangible Costs		
881101	Base / Field Office Operations	7,025.00
881102	Cased Hole Electric Wireline	42,500.00
881103	Casing Crews & Running Tools - Casing & Tubing	33,000.00
881107	Chemical Treatment - Subsurface	2,500.00
881110	Consultants	68,450.00
881120	Fluid Disposal	66,000.00
881122	Formation Stimulation - Fracturing	950,000.00
881123	Formation Stimulation - Other	96,800.00
881128	Hot Oiling Services	64,000.00
881141	Labor - Contract Employees	12,250.00
881144	Location Remediation & Maintenance	3,000.00
881146	Miscellaneous Services	33,500.00
881150	Rig Costs - Dayrate	274,000.00
881154	Security	3,240.00
881159	Testing - Well & Well Flowback	85,400.00
881160	Testing - Well Control Equipment	54,000.00
881162	Transportation - Land	39,000.00
881301	Bits	30,000.00
881302	Blow Out Preventors	97,875.00
881304	Completion Fluids	167,000.00
881310	Drill String	50,800.00
881963	Contingency	162,542.00
881985	Overhead	9,300.00
	Sub-total:	2,352,182.00
Completion Tangible Costs		
881613	Pipe - Tubing	46,875.00
881616	Tubing Accessories	4,950.00
881617	Wellhead	16,000.00
	Sub-total:	67,825.00
Grand Total:		\$2,420,007.00



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 27196D	
Outside Operated AFE No.	Report Center 500332605	DOI Number 88529

Name RED CAP 2-8-3-3WH	AFE Type DRILL	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date 04/14/2013	Estimated Completion Date 05/03/2013
Field UINTA CB - UTELAND BUTT	Surface Location	Bottom Hole Location	Formation Uteland Butte	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section 3S-3W-8	Absract/ Survey				

PROJECT DESCRIPTION

RED CAP 2-8-3-3WH

<u>Account</u>	<u>Description</u>	<u>Gross Est. (\$)</u>
Drilling Intangible Costs		
880103	Casing Crews & Running Tools - Casing & Tubing	20,000.00
880105	Cementing	65,000.00
880107	Chemical Treatment - Subsurface	3,500.00
880109	Communications	6,000.00
880110	Consultants	165,000.00
880113	Directional Drilling Operations	280,000.00
880117	Environment & Safety	1,000.00
880120	Fluid Disposal	35,000.00
880121	Formation Evaluation	25,000.00
880129	Inspection - Bottom Hole Assembly	5,000.00
880131	Inspection - Drill Pipe	7,000.00
880138	Instrumentation	16,800.00
880143	Location Preparation	190,000.00
880146	Miscellaneous Services	35,000.00
880147	Mud Logging Services	52,500.00
880150	Rig Costs - Dayrate	456,582.00
880152	Rig Costs - Turnkey	130,000.00
880153	Rig Mob & Demob	181,218.00
880156	Survey - Location	11,200.00
880160	Testing - Well Control Equipment	8,000.00
880162	Transportation - Land	30,000.00
880166	Welding	2,000.00
880301	Bits	55,000.00
880302	Blow Out Preventors	10,000.00
880310	Drill String	130,000.00
880313	Fuel - Rigs / Platforms / Lease (Delivered)	103,125.00
880324	Living Quarters	36,750.00
880328	Miscellaneous Surface Equipment	20,000.00
880329	Mud - Drilling	140,000.00
880330	Mud Monitoring & Processing	84,000.00
880345	Tanks	10,000.00
880346	Tools & Supplies	1,000.00
880350	Water	20,000.00
880501	Insurance	8,662.00
880502	Land Owner Fees	8,000.00
880503	Legal Fees	65,000.00
880511	Regulatory Compliance	1,000.00
880963	Contingency	158,947.00
880965	Overhead	7,500.00
Sub-total:		2,582,784.00
Drilling Tangible Costs		
880602	Casing Accessories	40,000.00
880604	Packers & Liner Hangers	285,000.00
880607	Pipe - Conductor Casing	4,000.00
880608	Pipe - Surface Casing	67,825.00
880609	Pipe - Intermediate Casing	288,834.00
880611	Pipe - Casing Liners	70,950.00

880617

Wellhead

26,000.00

Sub-total:

762,609.00

Grand Total:

\$3,345,393.00

NEWFIELD



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 27196F	
Outside Operated AFE No.	Report Center 600332605	DOI Number

Name RED CAP 2-8-3-3WH	AFE Type FACWH	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date	Estimated Completion Date	
Field UINTA CB - UTELAND BUTT	Surface Location		Bottom Hole Location		Formation	MD	TVD
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section 3S-3W-8		Abstract/ Survey				

PROJECT DESCRIPTION

RED CAP 2-8-3-3WH

Account	Description	Gross Est. (\$)
Construction Intangible Costs		
883110	Consultants	1,200.00
883127	Hookup Services	100,000.00
883138	Instrumentation	51,627.00
883141	Labor - Contract Employees	48,500.00
883145	Measurement	30,655.00
883307	Cranes	9,500.00
883311	Electrical Repairs	30,000.00
883317	Gas Measurement	500.00
883321	Heaters - Indirect Line	8,750.00
883322	Insulation	48,000.00
883328	Miscellaneous Surface Equipment	77,800.00
883336	Pumps	9,652.00
883337	Safety Equipment	4,710.00
883345	Tanks	48,245.00
883347	Treaters	59,675.00
883351	Water Handling Equipment	5,000.00
883963	Contingency	26,686.00
Sub-total:		560,400.00
Grand Total:		\$560,400.00

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Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY
Outside Operated AFE No.

AFE No. 25735	Revision/Supp #
Report Center 500319263	DOI Number 0

Name Odekirk 11-12-3-3W	Unit Central Basin	AFE Type Drilling	Estimated Start Date 02/10/2012	Projected TD: 10600
Objective Wasatch	Location NE/SW Section 12, T3S, R3W, Duchesne County, UT	Project Description Drill & Complete a Deep Wasatch well		

Cost Description	Intangible	Tangible	Total
DHC	\$ 1,356,622	\$ 788,391	\$ 2,145,013
Completion	\$ 966,125	\$ 913,900	\$ 1,880,025
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Totals - Gross Costs	\$ 2,322,747	\$ 1,702,291	\$ 4,025,038

Joint Interest Owners	Oracle ID	Site No.	Working Interest	Net Cost
STEVEN DOUGLAS KNIGHT			0.173611%	\$ -
				\$ 6,988
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals			0.173611%	\$ 6,988

General Comments

Project Coordinators	Title	Phone Number	Email Address
Johnson, Ryan (RJ)	Drilling Engineer	303-685-8023	ryanjohnson@newfield.com

Newfield Exploration Company	
Company Representative <i>Craig Blancett</i>	Date <i>11/5/2013</i>

Craig Blancett, Its Attorney-in-Fact

Partner	
Approved (Signature)	Date



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY
Outside Operated AFE No.

AFE No: 25735	Revision/Supp #
Report Center: 500319263	DOI Number 0

Name Odekirk 11-12-3-3W	Unit Central Basin	AFE Type Drilling	Estimated Start Date 02/10/2012	Projected TD 10600
Objective Wasatch	Location NE/SW Section 12, T3S, R3W, Duchesne County, UT	Project Description: Drill & Complete a Deep Wasatch well		

Cost Description	Intangible	Tangible	Total
DHC	\$ 1,356,622	\$ 788,391	\$ 2,145,013
Completion	\$ 966,125	\$ 913,900	\$ 1,880,025
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Totals - Gross Costs	\$ 2,322,747	\$ 1,702,291	\$ 4,025,038

Joint Interest Owners	Oracle ID	Site No.	Working Interest	Net Cost
RODNEY ALAN KNIGHT			0.173611%	\$ -
				\$ 6,988
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals			0.173611%	\$ 6,988

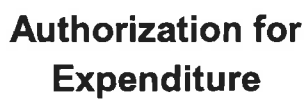
General Comments:

Project Coordinators	Title	Phone Number	Email Address
Johnson, Ryan (RJ)	Drilling Engineer	303-685-8023	ryanjohnson@newfield.com

Newfield Exploration Company	
Company Representative <i>Craig Blancett</i>	Date <i>11/5/2013</i>

Partner	
Approved (Signature)	Date

Craig Blancett, Its Attorney-in-Fact



A/E No:	Revision/Supp. #
25735	
Report Center	DOI Number
500319263	0



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY
Outside Operated AFE No.

AFE No: 25735	Revision/Supp. #
Report Center: 500319263	DOI Number 0

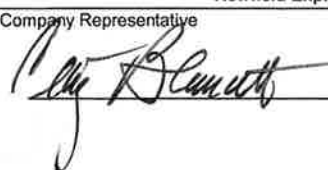
Well ID: Leikirk 11-12-3-3W	Unit: Central Basin	AFE Type: Drilling	Estimated Start Date: 02/10/2012	Projected TD: 10600
Objective: Wasatch	Location: NE/SW Section 12, T3S, R3W, Duchesne County, UT	Project Description: Drill & Complete a Deep Wasatch well		

Cost Description	Intangible	Tangible	Total
DHC	\$ 1,356,622	\$ 788,391	\$ 2,145,013
Completion	\$ 966,125	\$ 913,900	\$ 1,880,025
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Totals - Gross Costs	\$ 2,322,747	\$ 1,702,291	\$ 4,025,038

Joint Interest Owners	Oracle ID	Site No.	Working Interest	Net Cost
MICHAEL GALLAGHER			0.198413%	\$ -
				\$ 7,986
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals			0.198413%	\$ 7,986

General Comments:

Project Coordinators	Title	Phone Number	Email Address
Johnson, Ryan (RJ)	Drilling Engineer	303-685-8023	ryanjohnson@newfield.com

Newfield Exploration Company	
Company Representative 	Date 1/8/2014

Partner	
Approved (Signature)	Date



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY
Outside Operated AFE No.

AFE No: 25735	Revision/Supp. #
Report Center: 500319263	DOI Number 0


Lease 11-12-3-3W	Unit: Central Basin	AFE Type: Drilling	Estimated Start Date: 02/10/2012	Projected TD: 10600
Objective: Wasatch	Location: NE/SW Section 12, T3S, R3W, Duchesne County, UT	Project Description: Drill & Complete a Deep Wasatch well		

Cost Description	Intangible	Tangible	Total
DHC	\$ 1,356,622	\$ 788,391	\$ 2,145,013
Completion	\$ 966,125	\$ 913,900	\$ 1,880,025
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Totals - Gross Costs	\$ 2,322,747	\$ 1,702,291	\$ 4,025,038

Joint Interest Owners	Oracle ID	Site No.	Working Interest	Net Cost
HEIRS OF MARJORIE IVERSON C/O BECKY J. STAUFFER			0.260417%	\$ -
				\$ 10,482
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals			0.260417%	\$ 10,482

General Comments:

Project Coordinators	Title	Phone Number	Email Address
Johnson, Ryan (RJ)	Drilling Engineer	303-685-8023	ryanjohnson@newfield.com

Newfield Exploration Company	
Company Representative 	Date 1/8/2014


Partner	
Approved (Signature)	Date



AFE No: 25735	Revision/Supp. #
Report Center: 500319263	DOI Number 0

Cost Description	Intangible	Tangible	Total
DHC	\$ 1,356,622	\$ 788,391	\$ 2,145,013
Completion	\$ 966,125	\$ 913,900	\$ 1,880,025
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Totals - Gross Costs	\$ 2,322,747	\$ 1,702,291	\$ 4,025,038

General Comments:

Newfield Exploration Company	
Company Representative 	Date 1/8/2014

7-E

**NEWFIELD PRODUCTION COMPANY
AUTHORITY FOR EXPENDITURE
DRILLING & COMPLETION**

AFE NO: 25735
LEASE & WELL NO.: Odekirk 11-12-3-3W
LOCATION: NE/SW Section 12, T3S, R3W, Duchesne County, UT
OPERATOR: Newfield Production Company
DESCRIPTION: Drill & Complete a Deep Wasatch well

DATE: 02/09/2012
UNIT: Central Basin
OBJECTIVE: Wasatch
PROPOSED TD: 10600

DRILLING		ESTIMATED COSTS	
880101	Base/Field Operations	\$	-
880102	Cased Hole Electric Wireline	\$	-
880103	Casing Crews & Running Tools - Casing & Tubing	\$	46,000
880105	Cementing	\$	77,000
880106	Chemical Treatment/Surface	\$	-
880107	Chemical Treatment/Subsurface	\$	2,400
880108	Coiled Tubing	\$	-
880109	Communications	\$	-
880110	Consultants	\$	70,000
880111	Core / Fluid Analysis	\$	-
880113	Directional Drilling Operations	\$	60,000
880115	Engineering - Process	\$	-
880117	Environment & Safety	\$	1,000
880118	Filtration	\$	-
880119	Fishing Operations	\$	-
880120	Fluid/Cuttings Disposal	\$	10,000
880121	Formation Evaluation	\$	75,000
880122	Formation Stimulation - Fracturing	\$	-
880123	Formation Stimulation - Other	\$	-
880125	Hanger - Liner	\$	-
880127	Hookup Services	\$	-
880128	Hot Oiling Services	\$	-
880129	Inspection - Bottom Hole Assembly	\$	4,000
880130	Inspection - Casing	\$	-
880131	Inspection - Drill Pipe	\$	6,000
880132	Inspection - Site	\$	-
880133	Inspection - Tubing	\$	-
880135	Inspection/Removal - Pipeline	\$	-
880137	Inspection/Removal - Wellhead & Tree	\$	-
880138	Instrumentation	\$	11,900
880139	Labor - Company Supervision	\$	-
880140	Labor - Company Employees	\$	-
880141	Labor - Contract Employees	\$	-
880143	Location Preparation	\$	400,000
880144	Location Remediation & Maintenance	\$	-
880145	Measurement	\$	-
880146	Miscellaneous Services	\$	20,000
880147	Mud Logging Services	\$	20,000
880148	Nitrogen Services	\$	-
880149	Project Management	\$	-
880150	Rig Costs - Dayrate	17 Days @ 15140 \$/day	\$ 257,380
880151	Rig Costs - Footage	Feet @ ##### \$/ft	\$ -
880152	Rig Costs - Turnkey		\$ 10,000
880153	Rig Mob & Demob		\$ 40,000
880154	Security	\$	-
880155	Slickline Services	\$	-
880156	Survey - Location	\$	-
880157	Survey - Well	\$	-
880158	Testing - Tubing	\$	-
880159	Testing - Well & Well Flowback	\$	-
880160	Testing - Well Control Equipment	\$	5,000
880162	Transportation - Land	\$	40,000

Continued On Page 2

880164	Transportation-Fuel		\$	-
880165	Tubular Conveyed Perforating & Drill Stem Test Equipment		\$	-
880166	Welding		\$	2,000
880301	Bits		\$	40,000
880302	Blow Out Preventors		\$	9,000
880304	Completion Fluids		\$	-
880305	Compressors		\$	-
880307	Cranes		\$	-
880309	Dehydration Unit		\$	-
880310	Drill String		\$	60,000
880311	Electrical & Repairs		\$	-
880313	Fuel - Rigs/Platforms/Lease (Delivered)		\$	80,000
880314	Fuel Gas (Produced)		\$	-
880315	Fuel Gas Systems		\$	-
880318	Generators		\$	-
880319	Glycol		\$	-
880320	Heat Exchanger/Coolers		\$	-
880321	Heaters - Indirect Line		\$	-
880324	Living Quarters		\$	25,000
880325	Lost in Hole		\$	-
880326	Lubricants		\$	-
880327	Methanol		\$	-
880328	Miscellaneous Surface Equipment		\$	20,000
880329	Mud - Drilling		\$	90,000
880330	Mud Monitoring & Processing		\$	15,000
880332	Oil Measurement Equipment		\$	-
880335	Pipeline / Flowline		\$	-
880336	Pump		\$	-
880337	Safety Equipment		\$	-
880338	Safety Systems		\$	-
880339	Salvage		\$	-
880341	Stabilizer, Under Reamer, Hole Opener		\$	-
880342	Startup Material / Stock		\$	-
880343	Structural Repairs / Major Surface Equipment		\$	-
880345	Tanks		\$	10,000
880346	Tools & Supplies		\$	1,000
880348	Utility Systems		\$	-
880349	Vapour Recovery System		\$	-
880350	Water		\$	20,000
880351	Water Handling Equipment		\$	-
880352	Well Manifold Skid		\$	-
880601	Artificial Lift		\$	-
880602	Casing Accessories		\$	25,000
880603	Miscellaneous Subsurface Equipment		\$	-
880604	Packers & Liner Hangers		\$	65,000
880605	Pipe - Caisson		\$	-
880606	Pipe - Drive Pipe		\$	-
880607	Pipe - Conductor Casing		\$	5,000
880608	Pipe - Surface Casing	1000 Feet @ 30.81 \$/ft	\$	30,810
880609	Pipe - Intermediate Casing		\$	245,388
880610	Pipe - Production Casing		\$	-
880611	Pipe - Casing Liners		\$	37,193
880612	Pipe - Tieback Casing		\$	-
880613	Pipe - Tubing		\$	-
880614	Rods		\$	-
880615	Safety Valves		\$	-
880616	Tubing Accessories		\$	-
880617	Wellhead		\$	10,000
880503	Legal Fees		\$	82,000
880511	Regulatory Compliance		\$	5,000
880501	Insurance		\$	4,085
880963	Contingency	5 %	\$	101,857
880965	Overhead		\$	6,000

TOTAL DRILLING COST (CASING POINT)**\$ 2,145,013**

COMPLETION

881101	Base/Field Operations	\$	-
881102	Cased Hole Electric Wireline	\$	55,000
881103	Casing Crews & Running Tools - Casing & Tubing	\$	-
881105	Cementing	\$	-
881106	Chemical Treatment/Surface	\$	-
881107	Chemical Treatment/Subsurface	\$	1,500
881108	Coiled Tubing Units	\$	-
881109	Communications	\$	-
881110	Consultants	\$	-
881111	Core/Fluid Analysis	\$	-
881113	Directional Drilling Operations	\$	-
881115	Engineering-Process	\$	-
881116	Structural Engineering	\$	-
881117	Environment & Safety	\$	-
881118	Filtration	\$	-
881119	Fishing Operations	\$	-
881120	Fluid Disposal	\$	50,000
881121	Formation Evaluation	\$	25,000
881122	Formation Stimulation - Fracturing	\$	360,000
881123	Formation Stimulation - Other	\$	32,000
881125	Hanger-Liner	\$	-
881127	Hookup Services	\$	-
881128	Hot Oiling Services	\$	16,000
881129	Inspection-Bottom Hole Assembly	\$	-
881130	Inspection-Casing	\$	-
881131	inspection-Drill Pipe	\$	-
881132	Inspection-Site	\$	-
881133	Inspection-Tubing	\$	-
881135	Installation/Removal-Pipeline	\$	-
881137	Installation/Removal-Wellhead & Tree	\$	-
881138	Instrumentation	\$	20,000
881139	Labor - Company Supervision	\$	18,400
881140	Labor - Company Employees	\$	6,600
881141	Labor - Contract Employees	\$	9,000
881143	Location Preparation	\$	-
881144	Location Remediation & Maintenance	\$	15,000
881145	Measurement	\$	25,000
881146	Miscellaneous Services	\$	5,500
881147	Mud Logging Services	\$	-
881148	Nitrogen Services	\$	-
881149	Project Management	\$	-
881150	Rig Costs - Dayrate	\$	140,000
881151	Rig Costs-Footage	\$	-
881152	rig Costs-Turnkey	\$	-
881153	Rig Mob & DeMob	\$	-
881154	Security	\$	-
881155	Slickline Services	\$	-
881156	Survey-Location	\$	-
881157	Survey-Well	\$	-
881158	Testing-tubing	\$	-
881159	Testing - Well & Well Flowback	\$	64,000
881160	Testing-Well Control Equipment	\$	15,000
881162	Transportation - Land	\$	11,000
881164	Transportation	\$	-
881165	Tubular Conveyed Perforating & Drill Stem Test Equipment	\$	-
881166	Welding	\$	40,000
881301	Bits	\$	-
881302	Blow Out Preventors	\$	40,000
881304	Completion Fluids	\$	36,000
881305	Compressors	\$	-
881306	Condensate	\$	-
881307	Cranes	\$	45,000
881309	Dehydration Unit	\$	-
881310	Drill String	\$	30,000

881311	Electrical & Repairs					\$	75,000
881313	Fuel-Rig/Platforms/Lease (Delivered)					\$	-
881314	Fuel Gas (Produced)					\$	-
881315	Fuel Gas Systems					\$	-
881318	Generators					\$	-
881319	glycol					\$	5,000
881320	Heat Exchanger/Coolers					\$	-
881321	Heaters - Indirect Line					\$	12,000
881322	Insulation					\$	40,000
881324	Living Quarters					\$	-
881325	Lost In Hole					\$	-
881326	Lubricants					\$	-
881327	Methanol					\$	-
881328	Miscellaneous Surface Equipment					\$	45,000
881329	Mud-Drilling					\$	-
881330	Mud Monitoring & Processing					\$	-
881332	Oil Measurement Equipment					\$	3,900
881335	Pipeline / Flowline					\$	-
881336	Pumps					\$	10,000
881337	Safety Equipment					\$	-
881338	Safety Systems					\$	-
881339	Salvage					\$	-
881340	Separators					\$	-
881341	Stabilizer, Under Reamer, Hole Opener					\$	29,000
881342	Startup Material/Stock					\$	-
881343	Structural Repairs/Major Surface Equipment					\$	-
881345	Tanks					\$	40,000
881346	Tools & Supplies					\$	45,000
881347	Treaters					\$	64,000
881348	Utility Systems					\$	-
881349	Vapor Recovery System					\$	-
881350	Water					\$	-
881351	Water Handling Equipment					\$	-
881352	Well Manifold Skid					\$	-
881601	Artificial Lift					\$	230,000
881602	Casing Accessories					\$	-
881603	Miscellaneous Subsurface Equipment					\$	-
881604	Packers & Liner Hangers					\$	-
881605	Pipe-Caisson					\$	-
881606	Pipe-Drive Pipe					\$	-
881607	Pipe-Conductor Casing					\$	-
881608	Pipe-Surface Casing					\$	-
881609	Pipe-Intermediate Casing					\$	-
881610	Pipe - Production Casing		Feet	@	\$/ft	\$	-
881611	Pipe - Casing Liners					\$	-
881612	Pipe Tieback Casing					\$	-
881613	Pipe - Tubing	8800	Feet	@	7.00 \$/ft	\$	61,600
881614	Rods	8800	Feet	@	5.50 \$/ft	\$	48,400
881615	Safety Valves					\$	-
881616	Tubing Accessories					\$	10,000
881617	Wellhead					\$	44,000
881502	Land Owner Fees					\$	-
881503	Legal Fees					\$	-
881511	Regulatory Compliance					\$	-
881501	Insurance					\$	-
881963	Contingency			5 %		\$	54,125
881965	Overhead					\$	3,000
TOTAL COMPLETION COST						\$	1,880,025
TOTAL AFE						\$	4,025,038

Non-Operator Approval	_____	Title	_____	Date	_____
Operator Approval	_____	Title	_____	Date	_____

7-F

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY		AFE No 41983	
Outside Operated AFE No		Report Center 500364133	DOI Number 88529

Name TO-PUT-CHE-AR 13-12-3-3WH		AFE Type DRILL	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date 11/10/2013	Estimated Completion Date 12/10/2013
Field UINTA CB - UTELAND BUTTE	Surface Location		Bottom Hole Location		Formation Wasatch	MD 13,798	TVD 9,872
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section 3S-3W-12		Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

	SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
41983A	ARTLFT	\$138,000.00	\$234,000.00	\$370,000.00
41983C	COMPL	\$3,574,290.00	\$77,250.00	\$3,651,540.00
41983D	DRILL	\$3,882,277.00	\$507,035.00	\$4,389,312.00
41983F	FACWH	\$570,900.00	\$0.00	\$570,900.00
41983P	PREDRL	\$300,000.00	\$0.00	\$300,000.00
Total Gross Costs		\$8,483,487.00	\$818,285.00	\$9,281,752.00

Joint Interest Owner
STEVEN DOUGLAS KNIGHT

Oracle ID, Site No.

Working Interest
0.173611%

Net Cost
\$18,114.14

GENERAL COMMENTS

NEWFIELD APPROVALS		DATE
GM2 RM	Approved	10/10/2013
VP RM	Approved	

Partner: STEVEN DOUGLAS KNIGHT
Per:
Name:
Title:
Date:

NEWFIELD



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41983	
Outside Operated AFE No.	Report Center 500364133	DOI Number 88529

Name TO-PUT-CHE-AR 13-12-3-WH	AFE Type DRILL	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date 11/10/2013	Estimated Completion Date 12/10/2013	
Field UINTA CB - UTELAND BUTTE	Surface Location		Bottom Hole Location		Formation Wasatch	MD 13,798	TVD 9,672
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section 3S-3W-12		Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-WH

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
41983A			
ARTLFT	\$136,000.00	\$234,000.00	\$370,000.00
41983C			
COMPL	\$3,574,290.00	\$77,250.00	\$3,651,540.00
41983D			
DRILL	\$3,882,277.00	\$507,035.00	\$4,389,312.00
41983F			
FACWH	\$570,900.00	\$0.00	\$570,900.00
41983P			
PREDRL	\$300,000.00	\$0.00	\$300,000.00
Total Gross Costs	\$8,463,467.00	\$818,285.00	\$9,281,752.00

Joint Interest Owner
RODNEY ALAN KNIGHT

Oracle ID, Site No.

Working Interest
0.173611%

Net Cost
\$18,114.14

GENERAL COMMENTS

NEWFIELD APPROVALS		DATE
GM2 RM	Approved	10/10/2013
VP RM	Approved	

Partner: RODNEY ALAN KNIGHT
Per:
Name:
Title:
Date:

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41983	
Outside Operated AFE No	Report Center 500364133	DOI Number 88529

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type DRILL	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date 11/10/2013	Estimated Completion Date 12/10/2013
Field UINTA CB - UTELAND BUTTE	Surface Location	Bottom Hole Location		Formation Wasatch	MD 13,798	TVD 9,672
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section 3S-3W-12	Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

	SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
41983A				
	ARTLFT	\$138,000.00	\$234,000.00	\$370,000.00
41983C				
	COMPL	\$3,574,290.00	\$77,250.00	\$3,651,540.00
41983D				
	DRILL	\$3,882,277.00	\$507,035.00	\$4,389,312.00
41983F				
	FACWH	\$570,900.00	\$0.00	\$570,900.00
41983P				
	PREDRL	\$300,000.00	\$0.00	\$300,000.00
Total Gross Costs		\$8,463,467.00	\$818,285.00	\$9,281,752.00

Joint Interest Owner
SCOTT KNIGHT

Oracle ID, Site No.

Working Interest
0.173611%

Net Cost
\$16,114.14

GENERAL COMMENTS

NEWFIELD APPROVALS		DATE
GM2 RM	Approved	10/10/2013
VP RM	Approved	

Partner: SCOTT KNIGHT
Per:
Name:
Title:
Date:

NEWFIELD

Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41983	
Outside Operated AFE No.	Report Center 500364133	DOI Number 88529

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type DRILL	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date 11/10/2013	Estimated Completion Date 12/10/2013	
Field UINTA CB - UTELAND BUTTE	Surface Location		Bottom Hole Location		Formation Wasatch	MD 13,798	TVD 9,672
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section 3S-3W-12		Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
41983A			
ARTLFT	\$136,000.00	\$234,000.00	\$370,000.00
41983C			
COMPL	\$3,574,290.00	\$77,250.00	\$3,651,540.00
41983D			
DRILL	\$3,882,277.00	\$507,035.00	\$4,389,312.00
41983F			
FACWH	\$570,900.00	\$0.00	\$570,900.00
41983P			
PREDRL	\$300,000.00	\$0.00	\$300,000.00
Total Gross Costs	\$8,463,467.00	\$818,285.00	\$9,281,752.00

Joint Interest Owner

MICHAEL GALLAGHER

Oracle ID. Site No.Working Interest

0.198413%

Net Cost

\$18,416.20

GENERAL COMMENTS**NEWFIELD APPROVALS****DATE**

GM2 RM	Approved	10/10/2013
VP RM	NoStatus	

Partner: MICHAEL GALLAGHER**Per:****Name:****Title:****Date:**

NEWFIELD



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41983	
Outside Operated AFE No.	Report Center 500364133	DOI Number 88529

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type DRILL	State Lease Number	County/ Parish DUCHESENE	State UT	Estimated Start Date 11/10/2013	Estimated Completion Date 12/10/2013	
Field UINTA CB - UTELAND BUTTE	Surface Location		Bottom Hole Location		Formation Wasatch	MD 13,798	TVD 9,672
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section 3S-3W-12		Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
41983A			
ARTLFT	\$136,000.00	\$234,000.00	\$370,000.00
41983C			
COMPL	\$3,574,290.00	\$77,250.00	\$3,651,540.00
41983D			
DRILL	\$3,882,277.00	\$507,035.00	\$4,389,312.00
41983F			
FACWH	\$570,900.00	\$0.00	\$570,900.00
41983P			
PREDRL	\$300,000.00	\$0.00	\$300,000.00
Total Gross Costs	\$8,463,467.00	\$818,285.00	\$9,281,752.00

Joint Interest Owner

HEIRS OF MARJORIE IVERSON

Oracle ID, Site No.

Working Interest

0.260417%

Net Cost

\$24,171.26

C/O BECKY J. STAUFFER

GENERAL COMMENTS

NEWFIELD APPROVALS

DATE

GM2 RM	Approved	10/10/2013
VP RM	NoStatus	

Partner: HEIRS OF MARJORIE IVERSON C/O BECKY J. STAUFFER

Per:

Name:

Title:

Date:

NEWFIELD



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41983
Outside Operated AFE No.	Report Center 500364133
	DOI Number 88529

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type DRILL	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date 11/10/2013	Estimated Completion Date 12/10/2013
Field UINTA CB - UTELAND BUTTE	Surface Location	Bottom Hole Location	Formation Wasatch	MD 13,798	TVD 9,672	
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section 3S-3W-12	Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
41983A			
ARTLFT	\$136,000.00	\$234,000.00	\$370,000.00
41983C			
COMPL	\$3,574,290.00	\$77,250.00	\$3,651,540.00
41983D			
DRILL	\$3,882,277.00	\$507,035.00	\$4,389,312.00
41983F			
FACWH	\$570,900.00	\$0.00	\$570,900.00
41983P			
PREDRL	\$300,000.00	\$0.00	\$300,000.00
Total Gross Costs	\$8,463,467.00	\$818,285.00	\$9,281,752.00

Joint Interest Owner

HEIRS OF VARGE CELAYA

Oracle ID. Site No.

Working Interest

0.022321%

Net Cost

\$2,071.78

GENERAL COMMENTS

NEWFIELD APPROVALS	DATE
GM2 RM	Approved 10/10/2013
VP RM	NoStatus

Partner: HEIRS OF VARGE CELAYA
Per:
Name:
Title:
Date:

NEWFIELD



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41983	
Outside Operated AFE No.	Report Center 500364133	DOI Number 88529

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type DRILL	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date 11/10/2013	Estimated Completion Date 12/10/2013	
Field UINTA CB - UTELAND BUTTE	Surface Location		Bottom Hole Location		Formation Wasatch	MD 13,798	TVD 9,672
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section 3S-3W-12		Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
41983A			
ARTLFT	\$136,000.00	\$234,000.00	\$370,000.00
41983C			
COMPL	\$3,574,290.00	\$77,250.00	\$3,651,540.00
41983D			
DRILL	\$3,882,277.00	\$507,035.00	\$4,389,312.00
41983F			
FACWH	\$570,900.00	\$0.00	\$570,900.00
41983P			
PREDRL	\$300,000.00	\$0.00	\$300,000.00
Total Gross Costs	\$8,463,467.00	\$818,285.00	\$9,281,752.00

Joint Interest Owner

ALFRED MARK FAIRBANKS

Oracle ID, Site No.Working Interest

0.007440%

Net Cost

\$690.56

GENERAL COMMENTS

NEWFIELD APPROVALS

DATE

GM2 RM	Approved	10/10/2013
VP RM	NoStatus	

Partner: ALFRED MARK FAIRBANKS

Per:

Name:

Title:

Date:

NEWFIELD



Authorization for Expenditure

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41983
Outside Operated AFE No.	Report Center 500364133
	DOI Number 88529

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type DRILL	State Lease Number	County/ Parish DUCHESNE	State UT	Estimated Start Date 11/10/2013	Estimated Completion Date 12/10/2013
Field UINTA CB - UTELAND BUTTE	Surface Location	Bottom Hole Location	Formation Wasatch	MD 13,798	TVD 9,672	
Team Reservoir Area UINTA CENTRAL BASIN	Township - Range - Section 3S-3W-12	Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

SUB AFE	INTANGIBLE	TANGIBLE	TOTAL
41983A			
ARTLFT	\$136,000.00	\$234,000.00	\$370,000.00
41983C			
COMPL	\$3,574,290.00	\$77,250.00	\$3,651,540.00
41983D			
DRILL	\$3,882,277.00	\$507,035.00	\$4,389,312.00
41983F			
FACWH	\$570,900.00	\$0.00	\$570,900.00
41983P			
PREDRL	\$300,000.00	\$0.00	\$300,000.00
Total Gross Costs	\$8,463,467.00	\$818,285.00	\$9,281,752.00

Joint Interest Owner

HEIRS OF JO ANNE HIGHSMITH C/O SUZAN KEDZIE

Oracle ID, Site No.Working Interest

0.046875%

Net Cost

\$4,350.82

GENERAL COMMENTS

NEWFIELD APPROVALS	DATE
GM2 RM	Approved 10/10/2013
VP RM	NoStatus

Partner: HEIRS OF JO ANNE HIGHSMITH C/O SUZAN KEDZIE
Per:
Name:
Title:
Date:



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No 41983D	
Outside Operated AFE No	Report Center 500364133	DOI Number 88529

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type DRILL	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date 11/10/2013	Estimated Completion Date 12/10/2013
Field UINTA CB - UTELAND BUTTE	Surface Location	Bottom Hole Location		Formation Wasatch	MD 13,788	TVD 9,872
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section 3S-3W-12		Abstract/ Survey			

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

Account	Description	Gross Est. (\$)
Drilling Intangible Costs		
880103	Casing Crews & Running Tools - Casing & Tubing	35,000.00
880105	Cementing	200,000.00
880107	Chemical Treatment - Subsurface	3,500.00
880109	Communications	11,550.00
880110	Consultants	270,800.00
880113	Directional Drilling Operations	577,500.00
880117	Environment & Safety	1,000.00
880120	Fluid Disposal	35,000.00
880121	Formation Evaluation	90,000.00
880129	Inspection - Bottom Hole Assembly	5,000.00
880131	Inspection - Drill Pipe	7,000.00
880138	Instrumentation	26,400.00
880143	Location Preparation	200,000.00
880148	Miscellaneous Services	35,000.00
880147	Mud Logging Services	82,500.00
880150	Rig Costs - Dayrate	574,000.00
880152	Rig Costs - Turnkey	135,000.00
880153	Rig Mob & Demob	222,500.00
880156	Survey - Location	11,200.00
880160	Testing - Well Control Equipment	8,000.00
880162	Transportation - Land	30,000.00
880168	Welding	2,000.00
880301	Bits	78,000.00
880302	Blow Out Preventors	16,500.00
880310	Drill String	66,000.00
880313	Fuel - Rigs / Platforms / Lease (Delivered)	136,125.00
880324	Living Quarters	48,510.00
880328	Miscellaneous Surface Equipment	20,000.00
880329	Mud - Drilling	336,000.00
880330	Mud Monitoring & Processing	112,000.00
880345	Tanks	14,850.00
880346	Tools & Supplies	1,000.00
880350	Water	21,550.00
880501	Insurance	6,692.00
880502	Land Owner Fees	50,000.00
880503	Legal Fees	75,000.00
880511	Regulatory Compliance	3,000.00
880983	Contingency	324,400.00
880985	Overhead	9,900.00
Sub-total:		3,882,277.00
Drilling Tangible Costs		
880602	Casing Accessories	25,000.00
880604	Packers & Liner Hangers	70,000.00
880607	Pipe - Conductor Casing	4,000.00
880608	Pipe - Surface Casing	63,575.00
880609	Pipe - Intermediate Casing	250,110.00
880611	Pipe - Casing Liners	68,350.00

880617

Wellhead

28,000.00

Sub-total:

507,036.00

Grand Total:

\$4,389,312.00

NEWFIELD



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41983C
Outside Operated AFE No	Report Center 590364133
	DOI Number 88528

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type COMPL	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - UTELAND BUTT	Surface Location	Bottom Hole Location	Formation	MD	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section 3S-3W-12	Absciss/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

Account	Description	Gross Est. (\$)
Completion Intangible Costs		
881101	Base / Field Office Operations	9,350.00
881102	Cased Hole Electric Wireline	153,700.00
881107	Chemical Treatment - Subsurface	2,800.00
881108	Communications	2,840.00
881110	Consultants	81,800.00
881120	Fluid Disposal	82,775.00
881122	Formation Stimulation - Fracturing	1,440,000.00
881123	Formation Stimulation - Other	188,000.00
881128	Hot Oiling Services	85,000.00
881141	Labor - Contract Employees	14,700.00
881144	Location Remediation & Maintenance	5,000.00
881146	Miscellaneous Services	37,000.00
881150	Rig Costs - Dayrate	220,300.00
881154	Security	24,500.00
881158	Testing - Well & Well Flowback	103,000.00
881180	Testing - Well Control Equipment	44,000.00
881182	Transportation - Land	55,000.00
881301	Bits	20,000.00
881302	Blow Out Preventors	58,525.00
881304	Completion Fluids	644,850.00
881310	Drill String	34,000.00
881863	Contingency	218,800.00
881965	Overhead	10,850.00
	Sub-total:	3,574,290.00
Completion Tangible Costs		
881613	Pipe - Tubing	58,250.00
881618	Tubing Accessories	5,000.00
881617	Wellhead	16,000.00
	Sub-total:	77,250.00
	Grand Total:	\$3,651,540.00

NEWFIELD



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41003F
Outside Operated AFE No.	Report Center 600384133
	DOI Number 88628

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type FACWH	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - UTELAND BUTT	Surface Location	Boiler Hole Location		Formation	MD	TYD
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section 3S-3W-12	Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

Account	Description	Gross Est. (\$)
Construction Intangible Costs		
883110	Consultants	1,200.00
883127	Hookup Services	110,000.00
883138	Instrumentation	51,827.00
883141	Labor - Contract Employees	48,500.00
883146	Miscellaneous Services	30,555.00
883307	Cranes	8,500.00
883311	Electrical Repairs	30,000.00
883317	Gas Measurement	500.00
883321	Heaters - Indirect Line	8,760.00
883322	Insulation	48,000.00
883328	Miscellaneous Surface Equipment	77,800.00
883336	Pumps	9,552.00
883337	Safety Equipment	4,710.00
883346	Tanks	48,245.00
883347	Treaters	58,875.00
883351	Water Handling Equipment	5,000.00
883883	Contingency	27,188.00
	Sub-total:	570,900.00
	Grand Total:	\$570,900.00

NEWFIELD



Cost Estimate

Operator NEWFIELD PRODUCTION COMPANY	AFE No. 41983A
Outside Operated AFE No.	Report Center 500384133
	DDI Number 88528

Name TO-PUT-CHE-AR 13-12-3-3WH	AFE Type ARTLFT	State Lease Number	County/ Parish DUCHESE	State UT	Estimated Start Date	Estimated Completion Date
Field UINTA CB - UTELAND BUTT	Surface Location	Bottom Hole Location	Formation	AKI	TVD	
Team Reservoir Area UINTA CENTRAL BASIN	Township/ Range/ Section 3S-3W-12	Abstract/ Survey				

PROJECT DESCRIPTION

TO-PUT-CHE-AR 13-12-3-3WH

Account	Description	Gross Est. (\$)
Recompletion Intangible Costs		
882110	Consultants	7,500.00
882128	Hot Oiling Services	10,000.00
882138	Instrumentation	5,000.00
882141	Labor - Contract Employees	40,000.00
882146	Miscellaneous Services	4,800.00
882150	Rig Costs - Dayrate	30,000.00
882155	Slickline Services	2,000.00
882162	Transportation - Land	3,500.00
882302	Blow Out Preventors	5,000.00
882307	Cranes	6,000.00
882328	Miscellaneous Surface Equipment	3,000.00
882336	Pumps	2,000.00
882983	Contingency	17,500.00
	Sub-total:	138,000.00
Recompletion Tangible Costs		
882601	Artificial Lift	175,000.00
882614	Rods	50,000.00
882618	Tubing Accessories	5,000.00
882617	Wellhead	3,000.00
	Sub-total:	234,000.00
	Grand Total:	\$370,000.00

8-A

WEIGHTED AVERAGE ROYALTY

Ute Tribal 6-7-3-2W

WEIGHTED AVERAGE ROYALTY=20.8840037%

Based on the following leases taken as of January 14, 2014

Alan Miller
Alan Moritz
Arlene Palmer Smith, Heir of Terry Creager Smith
Barry Smith, Heir of Henry A. Smith
Beth T. Spackman, Heir of Sara Tanner
Brigham Young University
C. Fullmer Tebbs and wife, LaVee Tebbs
Carolyn G. Campbell
Claudia Pat Ross, Heir of Guy Smith
Dan Moritz
David Ryan Fox
DeAnn Thomason
Derry An Moritz
Dwight and Josephine, LLC
Flora Scott
Frances Sam
Harriet Sam
Heirs of Allotment No. 687 UNC 550, Tommy Mowitch
Helen T. Beaton, Heir of Sara Tanner
Jacqueline R. Eckhardt, Heir of Eileen T. Smith
James L. Anderson, Heir of LaRae Smith
James N. Lemon
James Patrick Ellis & Helen Mari Ellis, Trustees for the James Patrick Ellis Trust
Jamie Zimmerman
Jesse Pederson, C.P. Pederson Trust
John Lane, Heir of Jeanne Lane
John Walker, Heir of Ruth T. Doxey, who was an heir of Sara Tanner
June J. Anderson, Life Estate, Remainderman Kihmn Carter
Keith D. Goates
Kihmn Carter
Lawton Oil and Gas
Lennon Becky Smith, Heir of Guy Smith
Linda L. Davis
Loya J. Nebeker
Lyle E. Lemon
M. Lynn Lemon
Marcia J. White
Mark W. Smith, Heir of Guy Smith
Mary Ellen Pugsley
Mary H. Goates
Mary K. Zackrison, Trustee of Restated Mary K. Zackrison Inter Vivos Trust dated 10/30/2000
Mary M. Jackson (a widow)
Michael Jordan Fox
Oman Investment Co., LP
Pamela Bills, aka Pamela J. Gray
Patricia C. Lane, Heir of Jeanne Lane
Patricia Mae Kress, Heir of Eileen T. Smith
Peggy Lemon
Raili Hintze

Ralph D. Brinton
Randy C. Smith, Heir of Guy Smith
Richard L. Stimson
Rozel Smith Woolley, Heir of Henry A. Smith
Sheila Pack
Sheryl L. Burton
Strasser Investments
Susan S. Lane, Heir of Jeanne Lane
Suzanne H. Weaver
Telitha Geisler
Tyler Yost
United States of America (UTU-088632)
Ute Indian Tribe
Virginia Menlove
William W. Moore

8-B

WEIGHTED AVERAGE ROYALTY

Ute Tribal 14-9-3-2W

WEIGHTED AVERAGE ROYALTY= 17.629625%

Based on the following leases taken as of January 14, 2014

Alan Miller
Alan Moritz
Allen N. Gines and Jerry N. Gines as Trustees of the Myrle Gines Family Trust U/A dated Sept. 30, 1992
Arlene Palmer Smith
Barry Smith
Barry Smith
Beth T. Spackman
Brigham Young University

Carolyn G. Campbell
Claudia Pat Ross
Corp. of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah Corp.
Dan Moritz
Daniel Sam
DeAnn Thomason
Derry Ann Moritz
Frances Sam
Gertrude Russell as Successor Trustee of the John Randall Russell Family Trust , c/o Janet Loraine Russell Collett and
Gordon Barth Stone
Gwen Stone Drollinger
Harriet Sam
Helen T. Beaton
Jacqueline Dunigan
Jacqueline R. Eckhardt
James L. Anderson
James N. Lemon
James P. Ellis and Helen Mari Ellis as Trustees of the James P. Ellis Trust dated June 17, 1994
Jammie Zimmerman
Jesse Pederson as Trustee of the C.P. Pederson Trust dated December 23, 1993
John Lane
John Lane
John Walker
June J. Anderson
Keith D. Goates
Kihmn Carter
Lawton Oil & Gas II LLC
Lee Stone
Lennon Becky Smith
Linda L. Davis
Loya J. Nebeker
Loya J. Nebeker
Lyle E. Lemon
Lyle E. Lemon
M. Lynn Lemon
Marcia J. White
Marcia J. White
Marilyn Mawell Miller, PR Estate of Jessie Hutchings Maxwell

Mark L. Bassham
Mark W. Smith
Mary Ellen Pugsley
Mary H. Goates
Mary M. Jackson
Nancy Jones
Oman Investment Co., a LP
Pamela Bills, aka Pamela J. Gray
Patricia C. Lane
Patricia C. Lane
Patricia Mae Kress
Patsy Patry
Patsy Patry
Peggy Lemon
Raili Hintze
Ralph D. Brinton
Randy C. Smith
Richard L. Stimson
Rozel Smith Woolley
Rozel Smith Woolley
Sharlyne Tefteller
Sheila Pack
Shelia Pack
Sheryl L. Burton
Strasser Investments
Susan S. Lane
Susan S. Lane
Suzanne H. Weaver
Telitha Geisler
Thodora Jane Cocagne
Tyler Yost
Ute Indian Tribe and UDC
Virginia P. Menlove, PR Estate of Richard D. Ruckenbrod
William M. Moore

8-C

WEIGHTED AVERAGE ROYALTY

Nickerson 6-28-3-2W

Weighted Average Royalty = 18.106164%
--

Based on the following leases taken as of January 14, 2014:

KATHLEEN KEARNEY BECK
NORMAN LEE KEARNEY
CLARA L BILTZ
STANLEY WALLIN BILTZ
CINDY MARIE WISER
MARY LYNN CAREY
JOHN YUMPUTS (14-20-H62-5996)
JONII E. & DALE C. LARSON
GWEN FUNK GOODRICH, BY CRAIG HOWARD FUNK, HER AGENT & A-I-F
FRANCES E & MERLYN E REYNOLDS
POKER (MO WITS SEAH) JACK (14-20-H62-5968)
CHRISTINA SHAVANAUX SHEPARD
WILLMAE SHAVANAUX
ANGELA ROSE DIAZ
LEROY AMOS DIAZ
EDNA J LOPEZ
JODY F. DIAZ
JOHNNY L. DIAZ
PAUL N. MASCARENAS
JERRY N. MASCARENAS
LORRAINE L NICKERSON REV TR
DOROTHY BUSH
DOUGLAS E MILLER
JAMES W. MILLER
BRUCE R. MILLER
FRED J. ORR
EDDIE H. LINKE AND I. LORENE LINKE, H/W
WILLIAM F. LINKE
ROBERT W. LINKE
CAL A. LINKE, BY AGENT & AIF, CARLE A. LINKE
CARLE A. LINKE
WILLIAM C. LINKE
E. BRUCE LINKE
ELAINE M. KANE AND FRANCIS E. KANE
FRED C. SCHMEDNECHT AND ELANORE A. SCHMEDNECHT
JUNE L RICHARDSON
PAULINE POULLSON & MILTON T POULSON
MILTON GALE LARSEN AND DARLENE LARSEN

WEIGHTED AVERAGE ROYALTY

Nickerson 6-28-3-2W

Weighted Average Royalty = 18.106164%
--

Based on the following leases taken as of January 14, 2014:

TERRY SCHOLES
KENDALL L SCHOLES
RAE ANN ALLDREDGE
BENNIE L SCHOLES
MILTON GALE LARSEN
MOON BROTHERS, LLC
GREGORY LOWE
MICHAEL LOWE
GRETCHEN LOWE FLUHART
LIISA LOWE FREI
MELINDA LOWE PAULI
LILLIJA CONTOS
JEFFERY LOWE
UTE INDIAN TRIBE & UTE DISTRIBUTION CORP (14-20-H62-6269)
FRANK TANNER REVOCABLE TRUST
ARRAPPO (14-20-H62-6177)
LURENE WILKINSON
EVA M HULLINGER
TRAVIS HILKEY
RODNEY LEE HILKEY
STORMIE DAWN HOPKINS
RYAN DAVID HILKEY
ARVIN DON HULLINGER
LYNN EDWARD HULLINGER
SHARON HULLINGER OAKES AND GEARY OAKES, H/H
PAUL HULLINGER
GARY HULLINGER
BRENT HULLINGER
KEVIN HULLINGER
RICKY HULLINGER
BRENDA LEPORE COLONNO
ARRAPPO (14-20-H62-5966)
FRANK TANNER REVOCABLE TRUST, DELOY TANNER, TRUSTEE
ALLAN E. MECHAM FAMILY TRUST
CAROLYN C. MOLLINET
SUSAN C. WILLIAMS
SELJAC, LTD
THOMAS E. CLYDE

8-D

WEIGHTED AVERAGE ROYALTY

Red Cap 2-8-3-3WH

Weighted Average Royalty = 18.377636%
--

Based on the following leases taken as of December 11, 2013:

BOB RED CAP AH-VA-QUIM (14-20-H62-6035)
UTE INDIAN TRIBE & UTE DISTRIBUTION CORPORATION
1995 EVANS FAMILY TRUST
MARILYN J HOLGATE
ALPINE PARTNERS
4-C FARMS, LLC
ALTEX OIL CORPORATION
MILDRED GILBERT
REAY FAMILY TRUST DTD 12/19/2008
ROBERT F REAY
LADONNA ZELLER
LISA WEBB
ROY GLEN REAY
LANA MASSEY
NICHOLAS FAYE REAY
JAKE ALLEN REAY
JOHN BARRY HACKING
SCARLETT FROST
MELANIE HARRINGTON
DAVID WILLIAM HACKING
CLAY N. HACKING
KARL RAY JENSEN
VENICE NIELSON MECHAM
LORENE S. NEAL
DENIM ROBERTS
BARBARA A. NIELSON
DRU O. NIELSON
RICKY LYNN NIELSON
COLIN KELLY NIELSON
ARLENE GILBERT
THEODORE N BALDWIN
GAYLE GLENN GILBERT
RULON OLSEN GILBERT
SMOKEY RASMUSSEN
RANCE RASMUSSEN
THERESA HOPES
SHANE W. RASMUSSEN

WEIGHTED AVERAGE ROYALTY

Red Cap 2-8-3-3WH

Weighted Average Royalty = 18.377636%
--

Based on the following leases taken as of December 11, 2013:

RHETT T. RASMUSSEN
DARIN D. RASMUSSEN
LESLIE ANNE MAXWELL
BILL YOUNG
JANACE NELSON
CONNIE GILBERT
DIONA PERRY
BRETT MACE
SHARLEE GLENN
SALI-KAI SMITH
BRENT MULLINS
MARK MULLINS
THOMAS MULLINS
MARLAYNE SINCLAIR

8-E

WEIGHTED AVERAGE ROYALTY

Odekirk 11-12-3-3W

Weighted Average Royalty = 17.487249%

Based on the following leases taken as of January 13, 2014:

State of Utah ML-49884

Ute Indian Tribe of the Uintah and Ouray Reservation -

BIA 14-20-H62-6485

David R. Evans, Trustee of the Trust B U/W/D 4/25/97

of Theodore R. Evans

Richard C. Odekirk

William H. Odekirk

Beverly Stern

Lohua Odekirk

Max D. Odekirk

Thomas M. Weinerth

Robert Malaska

Julie P. Ochsner

Teaonna Morton

Beverly Gallagher

Donald Gallagher

John Gallagher

Estate of Mary Diane Gallagher

Matthew Benson, Sr.

Michael Benson

Patrece Mueller

Curtis Benson

Scott Benson

Jerome Benson

Mina Marie Hulbert Atri

Alvina Hulbert Horton

Roberta Ann Atteridge Wofford

Debra Kay Hanson Reagan

Darrell Wayne Hanson, Jr.

Susann Marie Hanson Nettleton

Robert Allen Lawson

Steven Jay Lawson

Julie Ann McManus

Janis M. Hughes

Randy Denton Gunderson

Craig Matthew Gunderson

Gary Alan Gunderson

Sue Elaine Bornholdt

Leland Wollum

Wanda Wollum

Dennis W. Wollum

Donald R. Wollum

Debora L. Calhoun

Cathy Schumacher

Gary Paul Wollum

Rueben C. Iverson
Clifford Iverson
Julie Iverson
Cathie Iverson
Marlys Iverson Egge
Katherine Iverson Tollefsrud
Roxanne Iverson Schnitzler
Richard Odekirk
Sharon Odekirk
Colleen M. Odekirk
BIA Uintah/Ouray Agency To-Put-Che-Ar (14-20-H62-6244)
Bryce Fairbanks
Robert L. Fairbanks
Richard Frank Fairbanks
Mary Lynn Burningham
Lou Jean Weston
Lynn Fairbanks
Pat Wells
Fred Fairbanks
Richard Fairbanks
Mark Fairbanks
Norma Jean Crockett
Rinda Colleen Romney
Jennie Lynn Romney
Orin Nelson Romney III
Douglas Wayne Romney
Brent Fairbanks Romney
Max Kent Fairbanks
Alfred Lynn Fairbanks
Roxann Fairbanks Forbush
Kirt Gunderson Fairbanks
Margie Ruth Ware
Marlene Renee Moore
Douglas Larry Fairbanks
Donald Angus Kirk
Preston Fairbanks Kirk
Suzanne Kirk Hawker
Spencer Fairbanks Kirk
Matthew Fairbanks Kirk
Annette Kirk Horman
Allison Kirk Dale
Warren Fairbanks Kirk
Anna Beth Magee, aka Annabeth Magee
Hansen Oil Properties, LP
William F. Roden Bypass Trust
O'Brien Production, Inc.
George G. Staley
Douglas Voy Fairbanks
Marie Papa
Ted & Denise Fairbanks Trust 11-23-99, S. Fairbanks,
etal Trustees

Joseph George Fairbanks
Robert James Fairbanks
Joseph Garth Fairbanks
Van Celaya
Joellen Celaya Reardon
Veleda C. Wells
Marva Dee Taylor
Thomas M. Fairbanks
Karen Hammerquist
Jonathan Lee Fairbanks
Alice Wilcox
Mary Elizabeth Woodland
Charlotte Anne South
Ruth Ellen Riggs
Ellen Deitrick
Sheri Woolley
Debra Wong
Teri Marek
Glen H. Snyder
Theodore M. Fergeson
Nancy K. Sparks and David Alan Sparks, Co-Trustees of the Sparks Tax Free Trust
The Blackmon Family Mineral Trust
Earl Ray West and Donna F. West, as Trustees of the Ray and Donna West Living Trust
Peggy J. Webster Wilson
Charles R. Tierce
James F. Deal
Lorene H. Odekirk, Trustee of the Jerry R. Odekirk Trust

8-F

WEIGHTED AVERAGE ROYALTY

To-Put-Che-Ar 13-12-3-3WH

Weighted Average Royalty = 17.487249%

Based on the following leases taken as of January 13, 2014:

State of Utah ML-49884

Ute Indian Tribe of the Uintah and Ouray Reservation -

BIA 14-20-H62-6485

David R. Evans, Trustee of the Trust B U/W/D 4/25/97

of Theodore R. Evans

Richard C. Odekirk

William H. Odekirk

Beverly Stern

Lohua Odekirk

Max D. Odekirk

Thomas M. Weinerth

Robert Malaska

Julie P. Ochsner

Teaonna Morton

Beverly Gallagher

Donald Gallagher

John Gallagher

Estate of Mary Diane Gallagher

Matthew Benson, Sr.

Michael Benson

Patrece Mueller

Curtis Benson

Scott Benson

Jerome Benson

Mina Marie Hulbert Atri

Alvina Hulbert Horton

Roberta Ann Atteridge Wofford

Debra Kay Hanson Reagan

Darrell Wayne Hanson, Jr.

Susann Marie Hanson Nettleton

Robert Allen Lawson

Steven Jay Lawson

Julie Ann McManus

Janis M. Hughes

Randy Denton Gunderson

Craig Matthew Gunderson

Gary Alan Gunderson

Sue Elaine Bornholdt

Leland Wollum

Wanda Wollum

Dennis W. Wollum

Donald R. Wollum

Debora L. Calhoun

Cathy Schumacher

Gary Paul Wollum

Rueben C. Iverson
Clifford Iverson
Julie Iverson
Cathie Iverson
Marlys Iverson Egge
Katherine Iverson Tollefsrud
Roxanne Iverson Schnitzler
Richard Odekirk
Sharon Odekirk
Colleen M. Odekirk
BIA Uintah/Ouray Agency To-Put-Che-Ar (14-20-H62-6244)
Bryce Fairbanks
Robert L. Fairbanks
Richard Frank Fairbanks
Mary Lynn Burningham
Lou Jean Weston
Lynn Fairbanks
Pat Wells
Fred Fairbanks
Richard Fairbanks
Mark Fairbanks
Norma Jean Crockett
Rinda Colleen Romney
Jennie Lynn Romney
Orin Nelson Romney III
Douglas Wayne Romney
Brent Fairbanks Romney
Max Kent Fairbanks
Alfred Lynn Fairbanks
Roxann Fairbanks Forbush
Kirt Gunderson Fairbanks
Margie Ruth Ware
Marlene Renee Moore
Douglas Larry Fairbanks
Donald Angus Kirk
Preston Fairbanks Kirk
Suzanne Kirk Hawker
Spencer Fairbanks Kirk
Matthew Fairbanks Kirk
Annette Kirk Horman
Allison Kirk Dale
Warren Fairbanks Kirk
Anna Beth Magee, aka Annabeth Magee
Hansen Oil Properties, LP
William F. Roden Bypass Trust
O'Brien Production, Inc.
George G. Staley
Douglas Voy Fairbanks
Marie Papa
Ted & Denise Fairbanks Trust 11-23-99, S. Fairbanks,
etal Trustees

Joseph George Fairbanks
Robert James Fairbanks
Joseph Garth Fairbanks
Van Celaya
Joellen Celaya Reardon
Veleda C. Wells
Marva Dee Taylor
Thomas M. Fairbanks
Karen Hammerquist
Jonathan Lee Fairbanks
Alice Wilcox
Mary Elizabeth Woodland
Charlotte Anne South
Ruth Ellen Riggs
Ellen Deitrick
Sheri Woolley
Debra Wong
Teri Marek
Glen H. Snyder
Theodore M. Fergeson
Nancy K. Sparks and David Alan Sparks, Co-Trustees of the Sparks Tax Free Trust
The Blackmon Family Mineral Trust
Earl Ray West and Donna F. West, as Trustees of the Ray and Donna West Living Trust
Peggy J. Webster Wilson
Charles R. Tierce
James F. Deal
Lorene H. Odekirk, Trustee of the Jerry R. Odekirk Trust

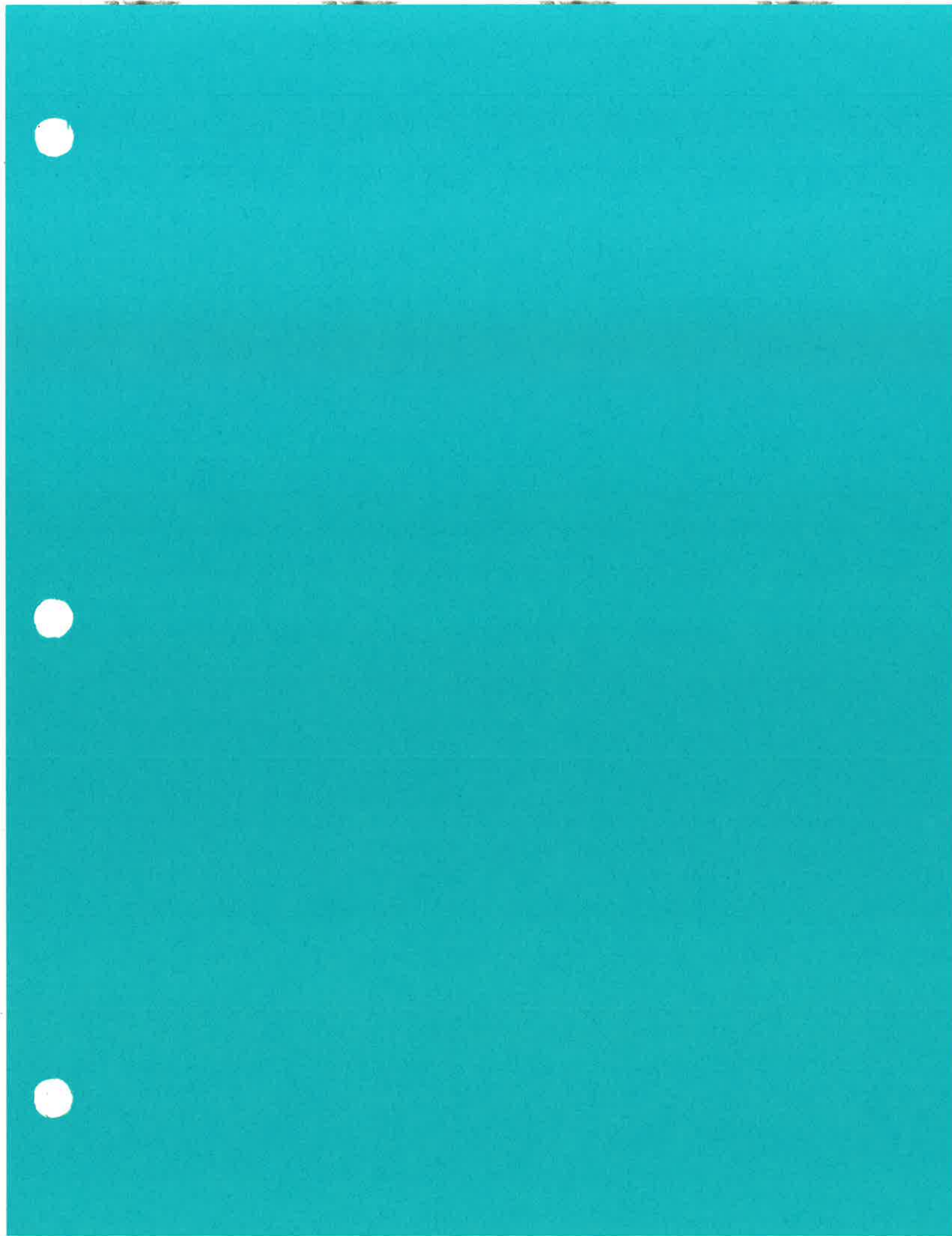
Ute Tribal 14-9-3-2W
Well Cost Detail

Well	Ute Tribal 14-9-3-2W	Spud Date (Spud Rig)	11/7/2012
Location	SE/4 SW/4 Sec 9 - T3S-R2W	Spud Date (Drilling Rig)	12/23/2012
Well Type	Wasatch Vertical	1st Prod Date	1/20/2013
TD	10,250' (MD) 10250' (TVD)	Gas Lift Date	NA
AFE #	26584D, 26584C, 26584F, 26584A	Rod Pump Date	4/9/2013
		Invoced Cost Date	12/19/2013

	AFE Budget	Invoced Cost	Proj Ultimate Cost
DRILL & CASE	\$ 2,005,478	\$ 2,082,344	\$ 2,082,344
COMPLETION	\$ 1,333,560	\$ 1,009,878	\$ 1,055,000
ARTIFICIAL LIFT	\$ 335,436	\$ 373,693	\$ 373,693
FACILITY	\$ 665,400	\$ 577,481	\$ 690,238
TOTAL WELL	\$ 4,339,874	\$ 4,043,396	\$ 4,201,275

Account #	Account Name	Invoced Cost	AFE Budget
880103	D Casing Crews & Running Tools - Casing & Tubing	\$ 37,310	\$ 46,000
880105	D Cementing	\$ 47,060	\$ 77,000
880107	D Chemical Treatment - Subsurface	\$ -	\$ 2,400
880109	D Communications	\$ 1,888	\$ -
880110	D Consultants	\$ 104,785	\$ 70,000
880113	D Directional Drilling Operations	\$ 107,602	\$ 60,000
880117	D Environment & Safety	\$ 2,549	\$ 1,000
880120	D Fluid Disposal	\$ 3,150	\$ 10,000
880121	D Formation Evaluation	\$ 41,787	\$ 75,000
880129	D Inspection - Bottom Hole Assembly	\$ 3,706	\$ 4,000
880131	D Inspection - Drill Pipe	\$ -	\$ 6,000
880138	D Instrumentation	\$ 9,631	\$ 11,900
880140	D Labor - Company Employees	\$ 10,309	\$ -
880141	D Labor - Contract Employees	\$ 4,200	\$ -
880143	D Location Preparation	\$ 199,798	\$ 200,000
880146	D Miscellaneous Services	\$ 6,027	\$ 20,000
880147	D Mud Logging Services	\$ 18,821	\$ 20,009
880150	D Rig Costs - Dayrate	\$ 383,069	\$ 285,000
880152	D Rig Costs - Turnkey	\$ 45,270	\$ 10,000
880153	D Rig Mob & Demob	\$ 101,796	\$ 90,000
880156	D Survey - Location	\$ 19,606	\$ -
880160	D Testing - Well Control Equipment	\$ 4,720	\$ 5,000
880162	D Transportation - Land	\$ 20,249	\$ 40,000
880166	D Welding	\$ 2,351	\$ 2,000
880301	D Bits	\$ 40,047	\$ 40,000
880302	D Blow Out Preventors	\$ 8,526	\$ 9,000
880310	D Drill String	\$ 40,588	\$ 60,000
880313	D Fuel - Rigs / Platforms / Lease (Delivered)	\$ 78,100	\$ 80,000
880324	D Living Quarters	\$ 31,543	\$ 24,990
880328	D Miscellaneous Surface Equipment	\$ 6,095	\$ 20,000
880329	D Mud - Drilling	\$ 141,420	\$ 90,000
880330	D Mud Monitoring & Processing	\$ 46,630	\$ 8,000
880345	D Tanks	\$ 6,150	\$ 10,000
880346	D Tools & Supplies	\$ 707	\$ 1,000
880350	D Water	\$ 20,433	\$ 20,000
880501	D Insurance	\$ 3,258	\$ 4,085
880502	D Land Owner Fees	\$ 35,351	\$ 40,000
880503	D Legal Fees	\$ 67,741	\$ 60,000
880511	D Regulatory Compliance	\$ 6,500	\$ 5,000
880602	D Casing Accessories	\$ 7,712	\$ 25,000
880604	D Packers & Liner Hangers	\$ 57,082	\$ 55,000
880607	D Pipe - Conductor Casing	\$ 2,470	\$ 5,000
880608	D Pipe - Surface Casing	\$ 29,644	\$ 28,880
880609	D Pipe - Intermediate Casing	\$ 225,891	\$ 240,000
880610	D Pipe - Production Casing	\$ 28,585	\$ -
880611	D Pipe - Casing Liners	\$ -	\$ 33,000
880617	D Wellhead	\$ 15,696	\$ 10,000
880963	D Contingency	\$ -	\$ 95,213
880965	D Overhead	\$ 6,489	\$ 6,001
881101	C Base / Field Office Operations	\$ 3,044	\$ 7,475
881102	C Cased Hole Electric Wireline	\$ 38,378	\$ 77,700
881103	C Casing Crews & Running Tools - Casing & Tubing	\$ 3,674	\$ -
881107	C Chemical Treatment - Subsurface	\$ -	\$ 1,500
881109	C Communications	\$ 269	\$ 2,530
881110	C Consultants	\$ 71,379	\$ 36,800
881120	C Fluid Disposal	\$ 46,575	\$ 50,000
881121	C Formation Evaluation	\$ -	\$ 45,000
881122	C Formation Stimulation - Fracturing	\$ 457,587	\$ 420,000
881123	C Formation Stimulation - Other	\$ 34,717	\$ 48,748

881128	C	Hot Oiling Services	\$	1,845	\$	12,000
881133	C	Inspection - Tubing	\$	-	\$	-
881140	C	Labor - Company Employees	\$	9,896	\$	-
881141	C	Labor - Contract Employees	\$	1,053	\$	12,250
881144	C	Location Remediation & Maintenance	\$	1,553	\$	-
881146	C	Miscellaneous Services	\$	26,666	\$	5,500
881150	C	Rig Costs - Dayrate	\$	39,702	\$	120,000
881154	C	Security	\$	7,310	\$	-
881159	C	Testing - Well & Well Flowback	\$	28,501	\$	62,800
881160	C	Testing - Well Control Equipment	\$	29,892	\$	35,000
881162	C	Transportation - Land	\$	23,241	\$	28,600
881301	C	Bits	\$	3,724	\$	-
881302	C	Blow Out Preventors	\$	35,284	\$	29,800
881304	C	Completion Fluids	\$	76,721	\$	61,890
881307	C	Cranes	\$	-	\$	30,000
881310	C	Drill String	\$	-	\$	25,000
881350	C	Water	\$	760	\$	-
881601	C	Artificial Lift	\$	-	\$	25,200
881604	C	Packers & Liner Hangers	\$	-	\$	20,000
881613	C	Pipe - Tubing	\$	40,616	\$	61,600
881617	C	Wellhead	\$	27,491	\$	51,000
881963	C	Contingency	\$	-	\$	57,167
881965	C	Overhead	\$	-	\$	6,000
882102	A	Cased Hole Electric Wireline	\$	-	\$	-
882110	A	Consultants	\$	3,143	\$	-
882119	A	Fishing Operations	\$	-	\$	1,000
882121	A	Formation Evaluation	\$	54,578	\$	-
882122	A	Formation Stimulation - Fracturing	\$	-	\$	-
882123	A	Formation Stimulation - Other	\$	-	\$	-
882128	A	Hot Oiling Services	\$	8,201	\$	8,000
882138	A	Instrumentation	\$	22,940	\$	-
882139	A	Labor - Company Supervision	\$	-	\$	1,750
882140	A	Labor - Company Employees	\$	3,712	\$	-
882141	A	Labor - Contract Employees	\$	43,065	\$	-
882146	A	Miscellaneous Services	\$	-	\$	600
882150	A	Rig Costs - Dayrate	\$	25,623	\$	19,500
882155	A	Slickline Services	\$	-	\$	150
882160	A	Testing - Well Control Equipment	\$	6,562	\$	-
882162	A	Transportation - Land	\$	3,253	\$	4,500
882302	A	Blow Out Preventors	\$	1,046	\$	-
882304	A	Completion Fluids	\$	2,750	\$	-
882307	A	Cranes	\$	1,344	\$	3,500
882311	A	Electrical Repairs	\$	7,443	\$	-
882328	A	Miscellaneous Surface Equipment	\$	217	\$	-
882336	A	Pumps	\$	1,485	\$	-
882601	A	Artificial Lift	\$	135,448	\$	220,000
882613	A	Pipe - Tubing	\$	6,237	\$	3,000
882614	A	Rods	\$	34,721	\$	43,500
882616	A	Tubing Accessories	\$	5,053	\$	6,000
882617	A	Wellhead	\$	6,870	\$	8,000
882963	A	Contingency	\$	-	\$	15,936
883110	F	Consultants	\$	-	\$	1,200
883127	F	Hookup Services	\$	-	\$	200,000
883135	F	Installation / Removal - Pipeline	\$	5,802	\$	-
883136	F	Installation / Removal - Platform	\$	2,732	\$	-
883138	F	Instrumentation	\$	49,514	\$	51,627
883140	F	Labor - Company Employees	\$	17,479	\$	-
883141	F	Labor - Contract Employees	\$	72,229	\$	48,500
883143	F	Location Preparation	\$	-	\$	-
883144	F	Location Remediation & Maintenance	\$	5,972	\$	-
883145	F	Measurement	\$	15,523	\$	30,555
883146	F	Miscellaneous Services	\$	16,265	\$	-
883162	F	Transportation - Land	\$	-	\$	-
883166	F	Welding	\$	-	\$	-
883307	F	Cranes	\$	12,554	\$	9,500
883311	F	Electrical Repairs	\$	126,207	\$	30,000
883317	F	Gas Measurement	\$	410	\$	500
883319	F	Glycol	\$	-	\$	-
883321	F	Heaters - Indirect Line	\$	-	\$	8,750
883322	F	Insulation	\$	48,791	\$	48,000
883325	F	Lost in Hole	\$	66	\$	-
883326	F	Lubricants	\$	168	\$	-
883328	F	Miscellaneous Surface Equipment	\$	73,741	\$	77,800
883336	F	Pumps	\$	10,241	\$	9,652
883337	F	Safety Equipment	\$	-	\$	4,710
883345	F	Tanks	\$	59,466	\$	48,245
883347	F	Treaters	\$	60,223	\$	59,675
883351	F	Water Handling Equipment	\$	-	\$	5,000
883601	F	Artificial Lift	\$	-	\$	-
883617	F	Wellhead	\$	100	\$	-
883963	F	Contingency	\$	-	\$	31,686



Engineering Exhibit #1B

Docket #2014-010

Cause #139-115

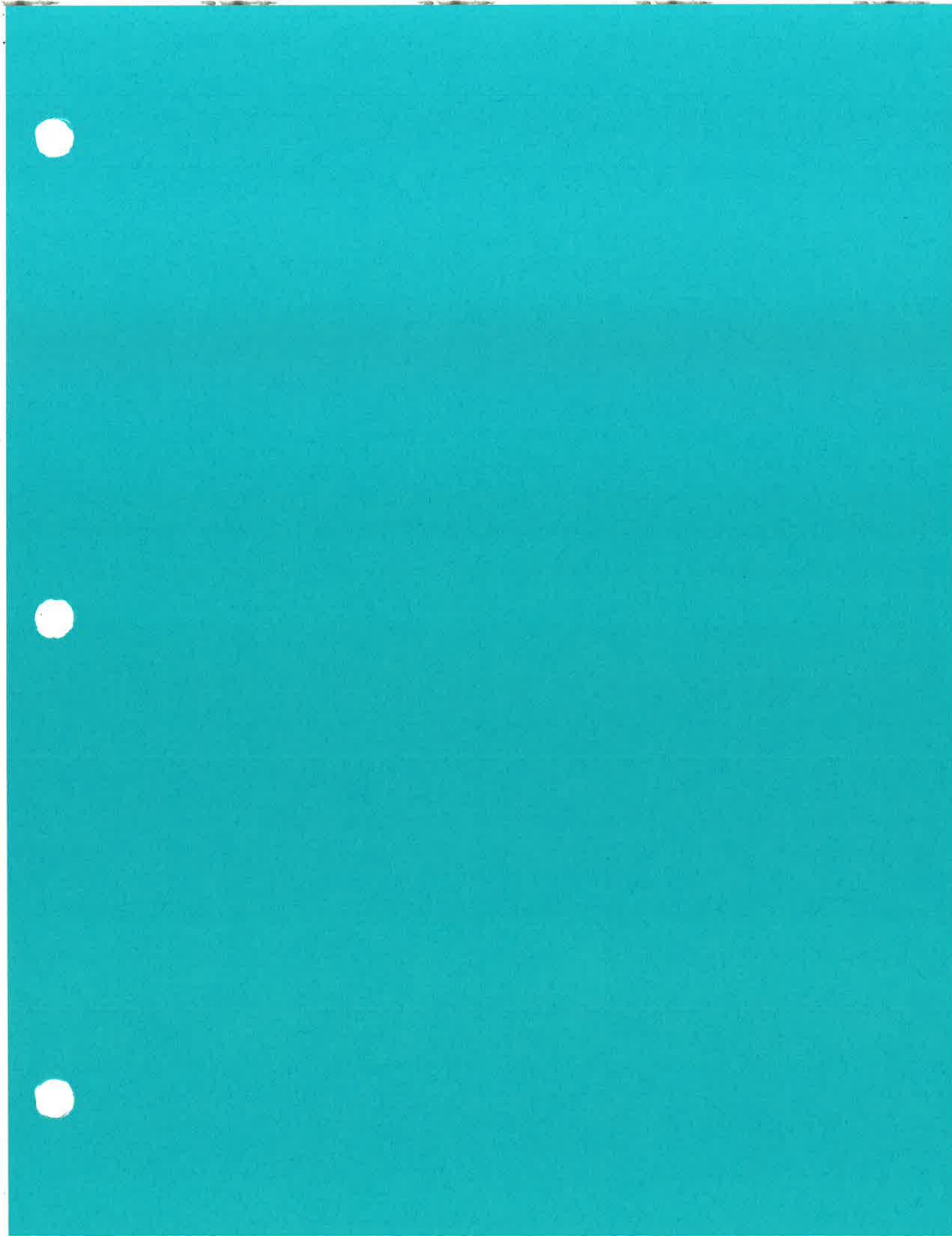
**Ute Tribal 6-7-3-2W
Well Cost Detail**

Well	Ute Tribal 6-7-3-2W	Spud Date (Spud Rig)	8/24/2012
Location	SE/4 SE/4 NW/4 Sec7-T35-R2W	Spud Date (Drilling Rig)	8/27/2012
Well Type	Wasatch Vertical	1st Prod Date	10/15/2012
TD	10590' (MD) 10582' (TVD)	Gas Lift Date	NA
AFE #	25159D, 25159C, 25159F, 25159A	Rod Pump Date	12/18/2012
		Invoiced Cost Date	12/19/2013

	AFE Budget	Invoiced Cost	Proj Ultimate Cost
DRILL & CASE	\$ 1,940,803	\$ 1,960,090	\$ 1,960,090
COMPLETION	\$ 1,212,222	\$ 1,020,901	\$ 1,020,901
ARTIFICIAL LIFT	\$ 335,436	\$ 323,933	\$ 323,933
FACILITY	\$ 665,400	\$ 510,950	\$ 510,950
TOTAL WELL	\$ 4,153,861	\$ 3,815,875	\$ 3,815,875

Account #	Account Name	Invoiced Cost	AFE Budget
880103	D Casing Crews & Running Tools - Casing & Tubing	\$ 33,428	\$ 46,000
880105	D Cementing	\$ 71,013	\$ 77,000
880107	D Chemical Treatment - Subsurface	\$ -	\$ 2,400
880109	D Communications	\$ 1,517	\$ -
880110	D Consultants	\$ 84,508	\$ 70,000
880113	D Directional Drilling Operations	\$ 168,991	\$ 60,000
880117	D Environment & Safety	\$ 2,549	\$ 1,000
880120	D Fluid Disposal	\$ 763	\$ 10,000
880121	D Formation Evaluation	\$ 47,697	\$ 75,000
880129	D Inspection - Bottom Hole Assembly	\$ -	\$ 4,000
880131	D Inspection - Drill Pipe	\$ -	\$ 6,000
880138	D Instrumentation	\$ 11,808	\$ 11,900
880139	D Labor - Company Supervision	\$ 9	\$ -
880140	D Labor - Company Employees	\$ 12,742	\$ -
880143	D Location Preparation	\$ 93,566	\$ 120,000
880146	D Miscellaneous Services	\$ 3,715	\$ 20,000
880147	D Mud Logging Services	\$ 21,019	\$ 20,009
880150	D Rig Costs - Dayrate	\$ 270,643	\$ 280,305
880152	D Rig Costs - Turnkey	\$ 38,986	\$ 10,000
880153	D Rig Mob & Demob	\$ 84,676	\$ 90,000
880156	D Survey - Location	\$ 36,540	\$ -
880160	D Testing - Well Control Equipment	\$ 6,648	\$ 5,000
880162	D Transportation - Land	\$ 21,831	\$ 40,000
880166	D Welding	\$ 1,248	\$ 2,000
880301	D Bits	\$ 34,730	\$ 40,000
880302	D Blow Out Preventors	\$ 8,018	\$ 9,000
880310	D Drill String	\$ 43,610	\$ 60,000
880313	D Fuel - Rigs / Platforms / Lease (Delivered)	\$ 60,992	\$ 80,000
880324	D Living Quarters	\$ 33,346	\$ 24,990
880328	D Miscellaneous Surface Equipment	\$ 4,764	\$ 20,000
880329	D Mud - Drilling	\$ 163,748	\$ 90,000
880330	D Mud Monitoring & Processing	\$ 50,889	\$ 8,000
880337	D Safety Equipment	\$ 1,262	\$ -
880345	D Tanks	\$ 2,376	\$ 10,000
880346	D Tools & Supplies	\$ 1,643	\$ 1,000
880350	D Water	\$ 11,438	\$ 20,000
880501	D Insurance	\$ 4,279	\$ 4,085
880502	D Land Owner Fees	\$ 29,541	\$ 35,000
880503	D Legal Fees	\$ 85,933	\$ 80,000
880511	D Regulatory Compliance	\$ 8,500	\$ 5,000
880602	D Casing Accessories	\$ 11,710	\$ 25,000
880604	D Packers & Liner Hangers	\$ 54,700	\$ 55,000
880607	D Pipe - Conductor Casing	\$ 3,705	\$ 5,000
880608	D Pipe - Surface Casing	\$ 28,682	\$ 28,880
880609	D Pipe - Intermediate Casing	\$ 246,024	\$ 254,700
880610	D Pipe - Production Casing	\$ -	\$ -
880611	D Pipe - Casing Liners	\$ 40,360	\$ 26,400
880617	D Wellhead	\$ 15,944	\$ 10,000
880963	D Contingency	\$ -	\$ 92,133
880965	D Overhead	\$ -	\$ 6,001
881101	C Base / Field Office Operations	\$ 989	\$ 6,500
881102	C Cased Hole Electric Wireline	\$ 51,910	\$ 68,600
881107	C Chemical Treatment - Subsurface	\$ -	\$ 1,500
881109	C Communications	\$ 1,780	\$ 1,300
881110	C Consultants	\$ 59,931	\$ 36,800
881120	C Fluid Disposal	\$ 55,485	\$ 50,000
881121	C Formation Evaluation	\$ -	\$ 12,000

881122	C	Formation Stimulation - Fracturing	\$	373,321	\$	360,000
881123	C	Formation Stimulation - Other	\$	39,326	\$	29,760
881128	C	Hot Oiling Services	\$	-	\$	30,000
881137	C	Installation / Removal - Wellhead & Tree	\$	-	\$	-
881140	C	Labor - Company Employees	\$	2,185	\$	-
881141	C	Labor - Contract Employees	\$	32,965	\$	12,250
881144	C	Location Remediation & Maintenance	\$	708	\$	-
881146	C	Miscellaneous Services	\$	9,661	\$	23,000
881150	C	Rig Costs - Dayrate	\$	46,677	\$	120,000
881155	C	Slickline Services	\$	-	\$	-
881159	C	Testing - Well & Well Flowback	\$	29,435	\$	62,800
881160	C	Testing - Well Control Equipment	\$	22,871	\$	35,000
881162	C	Transportation - Land	\$	17,292	\$	28,600
881301	C	Bits	\$	25,603	\$	-
881302	C	Blow Out Preventors	\$	71,350	\$	25,750
881304	C	Completion Fluids	\$	96,701	\$	37,620
881307	C	Cranes	\$	2,188	\$	30,000
881310	C	Drill String	\$	-	\$	25,000
881350	C	Water	\$	233	\$	-
881601	C	Artificial Lift	\$	-	\$	25,200
881604	C	Packers & Liner Hangers	\$	-	\$	20,000
881613	C	Pipe - Tubing	\$	43,607	\$	61,600
881614	C	Rods	\$	-	\$	-
881617	C	Wellhead	\$	36,683	\$	51,000
881963	C	Contingency	\$	-	\$	51,942
881965	C	Overhead	\$	-	\$	6,000
882110	A	Consultants	\$	12,322	\$	-
882119	A	Fishing Operations	\$	-	\$	1,000
882121	A	Formation Evaluation	\$	17,385	\$	-
882123	A	Formation Stimulation - Other	\$	594	\$	-
882128	A	Hot Oiling Services	\$	7,549	\$	8,000
882138	A	Instrumentation	\$	22,940	\$	-
882139	A	Labor - Company Supervision	\$	-	\$	1,750
882140	A	Labor - Company Employees	\$	3,505	\$	-
882146	A	Miscellaneous Services	\$	1,671	\$	600
882150	A	Rig Costs - Dayrate	\$	28,530	\$	19,500
882155	A	Slickline Services	\$	-	\$	150
882160	A	Testing - Well Control Equipment	\$	4,257	\$	-
882162	A	Transportation - Land	\$	6,043	\$	4,500
882304	A	Completion Fluids	\$	2,023	\$	-
882307	A	Cranes	\$	7,357	\$	3,500
882311	A	Electrical Repairs	\$	4,132	\$	-
882328	A	Miscellaneous Surface Equipment	\$	286	\$	-
882336	A	Pumps	\$	1,518	\$	-
882601	A	Artificial Lift	\$	149,785	\$	220,000
882613	A	Pipe - Tubing	\$	5,431	\$	3,000
882614	A	Rods	\$	35,247	\$	43,500
882616	A	Tubing Accessories	\$	5,919	\$	6,000
882617	A	Wellhead	\$	7,440	\$	8,000
882963	A	Contingency	\$	-	\$	15,936
883110	F	Consultants	\$	-	\$	1,200
883127	F	Hookup Services	\$	43,035	\$	200,000
883136	F	Installation / Removal - Platform	\$	3,990	\$	-
883138	F	Instrumentation	\$	44,194	\$	51,627
883139	F	Labor - Company Supervision	\$	-	\$	-
883140	F	Labor - Company Employees	\$	6,515	\$	-
883141	F	Labor - Contract Employees	\$	41,124	\$	48,500
883143	F	Location Preparation	\$	8,045	\$	-
883144	F	Location Remediation & Maintenance	\$	18,665	\$	-
883145	F	Measurement	\$	-	\$	30,555
883146	F	Miscellaneous Services	\$	7,110	\$	-
883162	F	Transportation - Land	\$	-	\$	-
883166	F	Welding	\$	-	\$	-
883307	F	Cranes	\$	5,497	\$	9,500
883311	F	Electrical Repairs	\$	45,729	\$	30,000
883317	F	Gas Measurement	\$	410	\$	500
883319	F	Glycol	\$	2,799	\$	-
883321	F	Heaters - Indirect Line	\$	-	\$	8,750
883322	F	Insulation	\$	54,570	\$	48,000
883328	F	Miscellaneous Surface Equipment	\$	105,920	\$	77,800
883336	F	Pumps	\$	-	\$	9,652
883337	F	Safety Equipment	\$	-	\$	4,710
883345	F	Tanks	\$	59,877	\$	48,245
883347	F	Treaters	\$	60,223	\$	59,675
883351	F	Water Handling Equipment	\$	3,246	\$	5,000
883601	F	Artificial Lift	\$	-	\$	-
883963	F	Contingency	\$	-	\$	31,686



Engineering Exhibit #1C

Docket #2014-010

Cause #139-115

Nickerson 6-28-3-2W**Well Cost Detail**

Well	Nickerson 6-28-3-2W	Spud Date (Spud Rig)	1/18/2012
Location	SE/4 NW/4 Sec 28-T3S-R2W	Spud Date (Drilling Rig)	2/3/2012
Well Type	Wasatch Vertical	1st Prod Date	3/20/2012
TD	9645' (MD) 9645' (TVD)	Gas Lift Date	4/10/2012
AFE #	25158	Rod Pump Date	7/17/2012
		Invoiced Cost Date	12/19/2013

	AFE Budget	Invoiced Cost	Proj Ultimate Cost
DRILL & CASE	\$ 3,146,520	\$ 2,314,123	\$ 2,314,123
COMPLETION	\$ 1,148,934	\$ 982,033	\$ 982,033
ARTIFICIAL LIFT	\$ 335,751	\$ 184,770	\$ 184,770
FACILITY	\$ 841,500	\$ 556,870	\$ 556,870
TOTAL WELL	\$ 5,472,705	\$ 4,037,797	\$ 4,037,797

Account #	Account Name	Invoiced Cost	AFE Budget
880103	D Casing Crews & Running Tools - Casing & Tubing	\$ 19,400	\$ 25,000
880105	D Cementing	\$ 98,825	\$ 85,000
880107	D Chemical Treatment - Subsurface	\$ 6,761	\$ 5,000
880109	D Communications	\$ 2,833	\$ 4,000
880110	D Consultants	\$ 90,812	\$ 114,000
880111	D Core / Fluid Analysis	\$ 112,571	\$ 280,000
880113	D Directional Drilling Operations	\$ 116,268	\$ 150,000
880117	D Environment & Safety	\$ 484	\$ 1,500
880120	D Fluid Disposal	\$ -	\$ 10,000
880121	D Formation Evaluation	\$ 16,570	\$ 306,000
880129	D Inspection - Bottom Hole Assembly	\$ -	\$ 5,000
880130	D Inspection - Casing	\$ 4,714	\$ 4,000
880131	D Inspection - Drill Pipe	\$ 26,130	\$ 5,000
880138	D Instrumentation	\$ 17,053	\$ 19,600
880139	D Labor - Company Supervision	\$ 166	\$ -
880140	D Labor - Company Employees	\$ 6,833	\$ -
880143	D Location Preparation	\$ 381,731	\$ 290,000
880144	F Location Remediation & Maintenance	\$ 900	\$ 5,000
880146	D Miscellaneous Services	\$ 12,264	\$ 5,000
880147	D Mud Logging Services	\$ 20,515	\$ 40,000
880150	D Rig Costs - Dayrate	\$ 341,224	\$ 504,000
880152	D Rig Costs - Turnkey	\$ 13,732	\$ 11,000
880153	D Rig Mob & Demob	\$ 79,286	\$ 70,000
880156	D Survey - Location	\$ 34,686	\$ 10,500
880160	D Testing - Well Control Equipment	\$ 4,401	\$ 3,000
880162	D Transportation - Land	\$ 16,605	\$ 35,000
880166	D Welding	\$ 640	\$ 1,000
880301	D Bits	\$ 40,268	\$ 40,000
880302	D Blow Out Preventors	\$ 8,005	\$ 6,000
880310	D Drill String	\$ 50,923	\$ 50,000
880313	D Fuel - Rigs / Platforms / Lease (Delivered)	\$ 123,371	\$ 120,000
880324	D Living Quarters	\$ 14,520	\$ 30,000
880328	D Miscellaneous Surface Equipment	\$ 9,739	\$ 10,000
880329	D Mud - Drilling	\$ 175,751	\$ 100,000
880330	D Mud Monitoring & Processing	\$ 107,855	\$ 140,000
880345	D Tanks	\$ 7,120	\$ 6,000
880350	D Water	\$ 30,674	\$ 30,000
880501	D Insurance	\$ 3,509	\$ 3,220
880502	D Land Owner Fees	\$ 16,322	\$ -
880503	D Legal Fees	\$ 11,965	\$ 26,500

880511	D	Regulatory Compliance	\$	2,591	\$	6,500
880602	D	Casing Accessories	\$	6,420	\$	13,000
880607	D	Pipe - Conductor Casing	\$	3,705	\$	3,000
880608	D	Pipe - Surface Casing	\$	71,172	\$	77,500
880610	D	Pipe - Production Casing	\$	185,271	\$	202,335
880617	D	Wellhead	\$	12,003	\$	8,000
880963	D	Contingency	\$	-	\$	286,065
880965	D	Overhead	\$	6,767	\$	4,800
881101	C	Base / Field Office Operations	\$	100	\$	-
881102	C	Cased Hole Electric Wireline	\$	38,725	\$	55,000
881106	C	Chemical Treatment - Surface	\$	-	\$	-
881107	A	Chemical Treatment - Subsurface	\$	362	\$	1,500
881108	C	Coiled Tubing Units	\$	95,628	\$	-
881109	C	Communications	\$	400	\$	-
881110	C	Consultants	\$	24,668	\$	-
881117	C	Environment & Safety	\$	4,058	\$	-
881120	C	Fluid Disposal	\$	23,039	\$	50,000
881121	C	Formation Evaluation	\$	18,568	\$	25,000
881122	C	Formation Stimulation - Fracturing	\$	241,625	\$	360,000
881123	C	Formation Stimulation - Other	\$	75,155	\$	32,000
881128	C	Hot Oiling Services	\$	35,866	\$	16,000
881135	F	Installation / Removal - Pipeline	\$	-	\$	170,500
881138	F	Instrumentation	\$	76,084	\$	20,000
881139	C	Labor - Company Supervision	\$	-	\$	18,400
881140	C	Labor - Company Employees	\$	7,870	\$	6,600
881141	C	Labor - Contract Employees	\$	14,775	\$	9,000
881143	D	Location Preparation	\$	133	\$	-
881144	F	Location Remediation & Maintenance	\$	20,865	\$	15,000
881145	A	Measurement	\$	410	\$	25,000
881146	C	Miscellaneous Services	\$	2,034	\$	5,500
881150	C	Rig Costs - Dayrate	\$	39,449	\$	140,000
881154	C	Security	\$	-	\$	-
881155	A	Slickline Services	\$	340	\$	-
881156	D	Survey - Location	\$	1,535	\$	-
881159	C	Testing - Well & Well Flowback	\$	59,276	\$	64,000
881160	C	Testing - Well Control Equipment	\$	31,600	\$	15,000
881162	C	Transportation - Land	\$	22,766	\$	11,000
881166	F	Welding	\$	5,288	\$	40,000
881302	C	Blow Out Preventors	\$	48,653	\$	40,000
881304	C	Completion Fluids	\$	29,790	\$	36,000
881305	F	Compressor Equipment	\$	593	\$	-
881307	C	Cranes	\$	22,896	\$	45,000
881310	C	Drill String	\$	-	\$	30,000
881311	F	Electrical Repairs	\$	160,819	\$	230,000
881317	A	Gas Measurement	\$	30,553	\$	-
881319	A	Glycol	\$	3,714	\$	5,000
881321	F	Heaters - Indirect Line	\$	-	\$	12,000
881322	F	Insulation	\$	50,632	\$	40,000
881328	F	Miscellaneous Surface Equipment	\$	87,122	\$	45,000
881335	F	Pipeline / Flowline	\$	2,966	\$	160,000
881336	A	Pumps	\$	198	\$	10,000
881340	F	Separators	\$	30,033	\$	-
881341	C	Stabilizer, Under Reamer, Hole Opener	\$	23,198	\$	25,000
881345	F	Tanks	\$	61,295	\$	40,000
881347	F	Treaters	\$	60,272	\$	64,000
881350	C	Water	\$	-	\$	-
881601	A	Artificial Lift	\$	96,667	\$	230,000
881613	C	Pipe - Tubing	\$	68,339	\$	66,045
881614	A	Rods	\$	47,034	\$	54,251
881616	A	Tubing Accessories	\$	5,493	\$	10,000
881617	C	Wellhead	\$	52,085	\$	44,000
881963	C	Contingency	\$	-	\$	52,389
881965	C	Overhead	\$	1,469	\$	3,000

Engineering Exhibit #1D

Docket #2014-010

Cause #139-115

**Red Cap 2-8-3-WH
Well Cost Detail**

Well	Red Cap 2-8-3-WH	Spud Date (Spud Rig)	3/28/2013
Location	W/2 E/2 Sec 8 T35-R3W	Spud Date (Drilling Rig)	4/16/2013
Well Type	Uteland Butte HZ (short 640 ac)	1st Prod Date	6/3/2013
TD	13716' (MD) 9253' (TVD)	Gas Lift Date	7/24/2013
AFE #	27196D, 27196C, 27196F, 27196A	Rod Pump Date	NA
		Invoiced Cost Date	12/19/2013

	AFE Budget	Invoiced Cost	Proj Ultimate Cost
DRILL & CASE	\$ 3,345,393	\$ 4,648,764	\$ 4,648,764
COMPLETION	\$ 2,420,007	\$ 1,926,756	\$ 2,200,000
ARTIFICIAL LIFT	\$ 434,811	\$ 100,474	\$ 434,811
FACILITY	\$ 560,400	\$ 342,451	\$ 438,327
TOTAL WELL	\$ 6,760,611	\$ 7,018,444	\$ 7,719,902

Account #	Account Name	Invoiced Cost	AFE Budget
880101	D Base / Field Office Operations	1,697	0
880102	D Cased Hole Electric Wireline	0	0
880103	D Casing Crews & Running Tools - Casing & Tubing	60,954	20,000
880105	D Cementing	65,282	65,000
880107	D Chemical Treatment - Subsurface	5,502	3,500
880109	D Communications	16,241	6,000
880110	D Consultants	234,387	165,000
880113	D Directional Drilling Operations	619,505	280,000
880117	D Environment & Safety	2,746	1,000
880120	D Fluid Disposal	197,727	35,000
880121	D Formation Evaluation	16,804	25,000
880126	D Hanger - Mud Line	0	5,000
880129	D Inspection - Bottom Hole Assembly	7,674	0
880130	D Inspection - Casing	4,751	0
880131	D Inspection - Drill Pipe	24,193	7,000
880138	D Instrumentation	30,193	16,800
880140	D Labor - Company Employees	16,549	0
880143	D Location Preparation	15,192	190,000
880144	D Location Remediation & Maintenance	2,002	0
880146	D Miscellaneous Services	40,489	35,000
880147	D Mud Logging Services	65,402	52,500
880150	D Rig Costs - Dayrate	703,899	456,582
880152	D Rig Costs - Turnkey	104,695	130,000
880153	D Rig Mob & Demob	127,488	181,218
880156	D Survey - Location	31,392	11,200
880157	D Survey - Well	300	0
880160	D Testing - Well Control Equipment	16,000	8,000
880162	D Transportation - Land	72,491	30,000
880166	D Welding	7,093	2,000
880301	D Bits	66,406	55,000
880302	D Blow Out Preventors	38,205	10,000
880310	D Drill String	146,554	130,000
880313	D Fuel - Rigs / Platforms / Lease (Delivered)	166,821	103,125
880324	D Living Quarters	137,941	36,750
880328	D Miscellaneous Surface Equipment	15,645	20,000
880329	D Mud - Drilling	400,755	140,000
880330	D Mud Monitoring & Processing	303,006	84,000
880337	D Safety Equipment	1,515	0
880341	D Stabilizer, Under Reamer, Hole Opener	530	0
880345	D Tanks	2,730	10,000
880346	D Tools & Supplies	8,373	1,000
880350	D Water	25,143	20,000
880501	D Insurance	6,651	6,662
880502	D Land Owner Fees	3,305	8,000
880503	D Legal Fees	60,927	65,000
880511	D Regulatory Compliance	0	1,000
880602	D Casing Accessories	243,811	40,000
880604	D Packers & Liner Hangers	79,184	265,000
880607	D Pipe - Conductor Casing	0	4,000
880608	D Pipe - Surface Casing	68,135	67,825
880609	D Pipe - Intermediate Casing	270,403	288,834
880610	D Pipe - Production Casing	65,030	0
880611	D Pipe - Casing Liners	0	70,950
880617	D Wellhead	36,557	26,000
880963	D Contingency	0	158,947
880965	D Overhead	10,490	7,500
881101	C Base / Field Office Operations	5,828	7,025

881102	C	Cased Hole Electric Wireline	22,135	42,500
881103	C	Casing Crews & Running Tools - Casing & Tubing	15,968	33,000
881107	C	Chemical Treatment - Subsurface	0	2,500
881109	C	Communications	1,748	0
881110	C	Consultants	174,035	68,450
881120	C	Fluid Disposal	67,924	66,000
881122	C	Formation Stimulation - Fracturing	742,822	950,000
881123	C	Formation Stimulation - Other	17,469	96,800
881128	C	Hot Oiling Services	0	64,000
881140	C	Labor - Company Employees	14,628	0
881141	C	Labor - Contract Employees	0	12,250
881144	C	Location Remediation & Maintenance	323	3,000
881146	C	Miscellaneous Services	30,008	33,500
881150	C	Rig Costs - Dayrate	238,272	274,000
881154	C	Security	16,135	3,240
881159	C	Testing - Well & Well Flowback	79,783	85,400
881160	C	Testing - Well Control Equipment	40,923	54,000
881162	C	Transportation - Land	29,916	39,000
881301	C	Bits	12,514	30,000
881302	C	Blow Out Preventors	90,343	97,875
881304	C	Completion Fluids	162,623	167,000
881310	C	Drill String	79,072	50,800
881328	C	Miscellaneous Surface Equipment	839	0
881341	C	Stabilizer, Under Reamer, Hole Opener	11,991	0
881350	C	Water	44	0
881613	C	Pipe - Tubing	44,038	46,875
881616	C	Tubing Accessories	3,714	4,950
881617	C	Wellhead	18,271	16,000
881963	C	Contingency	0	162,542
881965	C	Overhead	5,390	9,300
882110	A	Consultants	1,163	7,500
882119	A	Fishing Operations	0	1,000
882120	A	Fluid Disposal	0	1,500
882128	A	Hot Oiling Services	6,858	5,000
882139	A	Labor - Company Supervision	0	0
882141	A	Labor - Contract Employees	34,200	64,000
882146	A	Miscellaneous Services	0	4,500
882150	A	Rig Costs - Dayrate	14,747	30,000
882155	A	Slickline Services	4,320	575
882160	A	Testing - Well Control Equipment	1,250	0
882162	A	Transportation - Land	2,606	3,200
882301	A	Bits	0	2,000
882302	A	Blow Out Preventors	0	3,000
882304	A	Completion Fluids	0	2,100
882307	A	Cranes	0	1,600
882350	A	Water	672	0
882601	A	Artificial Lift	27,859	220,000
882613	A	Pipe - Tubing	1,843	8,500
882614	A	Rods	0	48,000
882616	A	Tubing Accessories	0	6,000
882617	A	Wellhead	4,957	10,400
882963	A	Contingency	0	15,936
883110	F	Consultants	0	1,200
883127	F	Hookup Services	0	100,000
883136	F	Installation / Removal - Platform	29,478	0
883138	F	Instrumentation	32,354	51,627
883139	F	Labor - Company Supervision	0	0
883140	F	Labor - Company Employees	7,728	0
883141	F	Labor - Contract Employees	20,638	48,500
883144	F	Location Remediation & Maintenance	4,915	0
883145	F	Measurement	0	30,555
883146	F	Miscellaneous Services	0	0
883162	F	Transportation - Land	0	0
883307	F	Cranes	8,708	9,500
883311	F	Electrical Repairs	41,285	30,000
883317	F	Gas Measurement	550	500
883319	F	Glycol	0	0
883321	F	Heaters - Indirect Line	0	8,750
883322	F	Insulation	44,282	48,000
883328	F	Miscellaneous Surface Equipment	57,105	77,800
883335	F	Pipeline / Flowline	1,384	0
883336	F	Pumps	0	9,652
883337	F	Safety Equipment	0	4,710
883345	F	Tanks	34,125	48,245
883347	F	Treaters	59,900	59,675
883351	F	Water Handling Equipment	0	5,000
883601	F	Artificial Lift	0	0
883963	F	Contingency	0	26,686

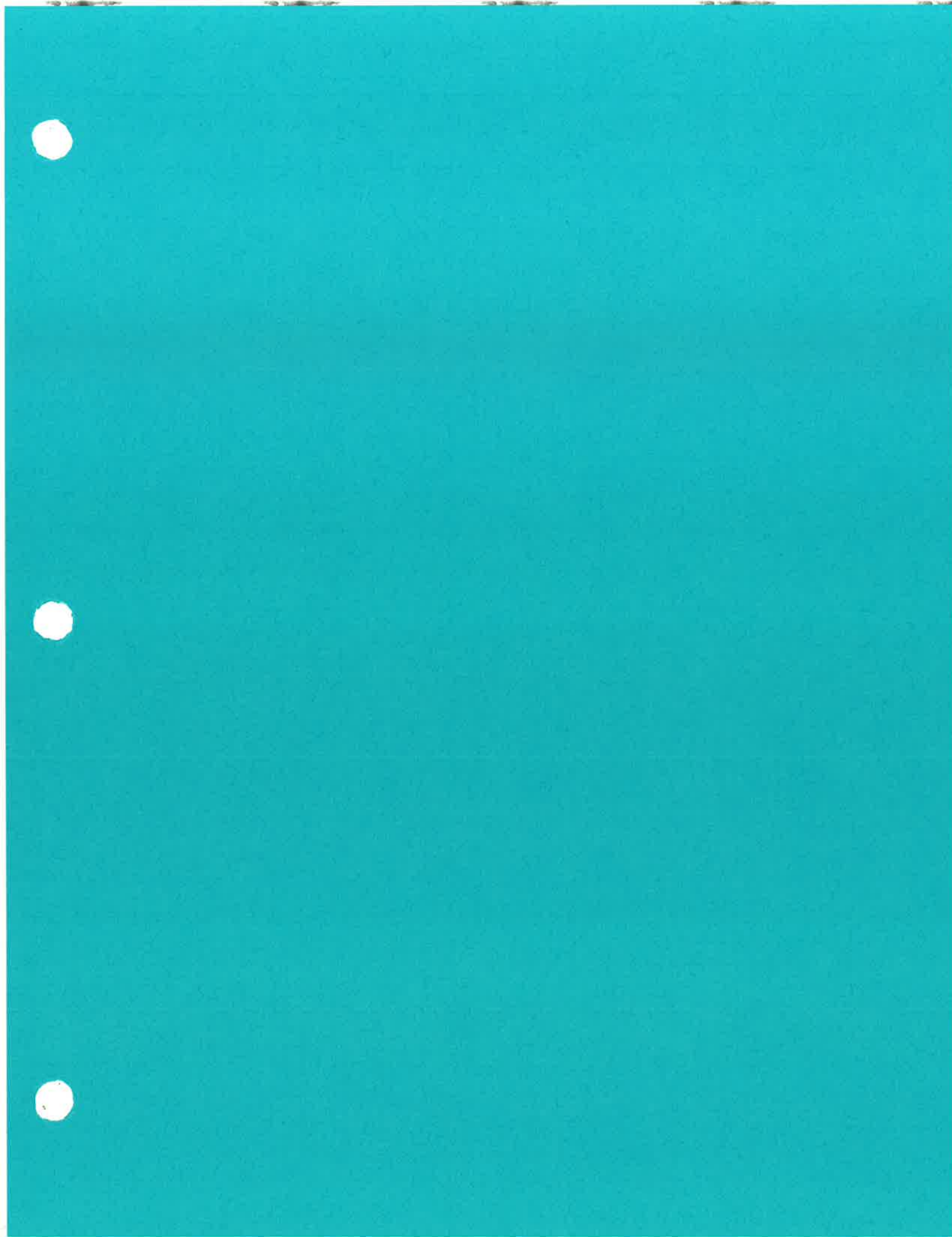
Odekirk 11-12-3-3W
Well Cost Detail

Well	Location	Well Type	TD	A/E #
Odekirk 11-12-3-3W	NE/4 SW/4 Sec 12-T3S-R3W	Wasatch Vertical	10476' (MD) 10436' (TVD)	25735
Spud Date (Spud Rig)	Spud Date (Drilling Rig)	1st Prod Date	Gas Lift Date	Rod Pump Date
2/22/2012	3/19/2012	4/14/2012	6/14/2012	5/22/2013
				12/19/2013

A/E Budget	Invoced Cost	Proj Ultimate Cost
DRILL & CASE \$ 2,145,013	\$ 1,870,170	\$ 1,870,170
COMPLETION \$ 1,011,125	\$ 901,700	\$ 901,700
ARTIFICIAL LIFT \$ 377,400	\$ 280,927	\$ 280,927
FACILITY \$ 491,500	\$ 927,838	\$ 927,838
TOTAL WELL \$ 4,025,038	\$ 3,980,635	\$ 3,980,635

Account #	Account Name	Invoced Cost	A/E Budget
880103	Casing Crews & Running Tools - Casing & Tubing	\$ -	\$ 46,000
880105	Cementing	\$ 71,110	\$ 77,000
880107	Chemical Treatment - Subsurface	\$ 4,428	\$ 2,400
880109	Communications	\$ 2,930	\$ -
880110	Consultants	\$ 67,113	\$ 70,000
880113	Directional Drilling Operations	\$ 69,938	\$ 60,000
880117	Environment & Safety	\$ 4,973	\$ 1,000
880120	Fluid Disposal	\$ -	\$ 10,000
880121	Formation Evaluation	\$ 46,898	\$ 75,000
880129	Inspection - Bottom Hole Assembly	\$ 1,520	\$ 4,000
880130	Inspection - Casing	\$ 4,592	\$ -
880131	Inspection - Drill Pipe	\$ -	\$ 6,000
880137	Installation / Removal - Wellhead & Tree	\$ 1,087	\$ -
880138	Instrumentation	\$ 7,222	\$ 11,900
880140	Labor - Company Employees	\$ 10,329	\$ -
880143	Location Preparation	\$ 480,497	\$ 400,000
880146	Miscellaneous Services	\$ 2,060	\$ 20,000
880147	Mud Logging Services	\$ 18,152	\$ 20,000
880150	Rig Costs - Dayrate	\$ 203,305	\$ 257,380
880152	Rig Costs - Turnkey	\$ 38,195	\$ 10,000
880153	Rig Mob & Demob	\$ 38,708	\$ 40,000
880156	Survey - Location	\$ 16,351	\$ -
880160	Testing - Well Control Equipment	\$ 6,850	\$ 5,000
880162	Transportation - Land	\$ 7,927	\$ 40,000
880166	Welding	\$ 640	\$ 2,000
880301	Bits	\$ 30,476	\$ 40,000
880302	Blow Out Preventors	\$ 3,658	\$ 9,000
880304	Completion Fluids	\$ 2,772	\$ -
880310	Drill String	\$ 30,493	\$ 60,000
880313	Fuel - Rigs / Platforms / Lease (Delivered)	\$ 52,816	\$ 80,000
880324	Living Quarters	\$ 19,033	\$ 25,000
880328	Miscellaneous Surface Equipment	\$ 11,900	\$ 20,000
880329	Mud - Drilling	\$ 80,547	\$ 90,000
880330	Mud Monitoring & Processing	\$ 17,137	\$ 15,000
880345	Tanks	\$ -	\$ 10,000
880346	Tools & Supplies	\$ -	\$ 1,000
880350	Water	\$ 15,776	\$ 20,000
880501	Insurance	\$ 3,812	\$ 4,085
880502	Land Owner Fees	\$ 47,851	\$ -
880503	Legal Fees	\$ 70,118	\$ 82,000
880511	Regulatory Compliance	\$ -	\$ 5,000
880602	Casing Accessories	\$ 12,067	\$ 25,000

880604	D	Packers & Liner Hangers	\$	56,088	\$	65,000
880607	D	Pipe - Conductor Casing	\$	2,467	\$	5,000
880608	D	Pipe - Surface Casing	\$	29,595	\$	30,810
880609	D	Pipe - Intermediate Casing	\$	215,349	\$	245,388
880610	D	Pipe - Production Casing	\$	18,434	\$	-
880611	D	Pipe - Casing Liners	\$	29,379	\$	37,193
880617	D	Wellhead	\$	13,561	\$	10,000
880963	D	Contingency	\$	-	\$	101,857
880965	D	Overhead	\$	4,788	\$	6,000
881102	C	Cased Hole Electric Wireline	\$	64,510	\$	55,000
881107	C	Chemical Treatment - Subsurface	\$	711	\$	1,500
881108	C	Coiled Tubing Units	\$	105,205	\$	-
881109	C	Communications	\$	20	\$	-
881110	C	Consultants	\$	19,922	\$	-
881120	C	Fluid Disposal	\$	85,219	\$	50,000
881121	C	Formation Evaluation	\$	39,714	\$	25,000
881122	C	Formation Stimulation - Fracturing	\$	260,845	\$	360,000
881123	C	Formation Stimulation - Other	\$	49,502	\$	32,000
881127	F	Hookup Services	\$	624	\$	-
881128	A	Hot Oiling Services	\$	24,236	\$	16,000
881137	C	Installation / Removal - Wellhead & Tree	\$	-	\$	-
881138	F	Instrumentation	\$	76,521	\$	20,000
881139	C	Labor - Company Supervision	\$	-	\$	18,400
881140	F	Labor - Company Employees	\$	20,275	\$	6,600
881141	C	Labor - Contract Employees	\$	64,993	\$	9,000
881144	F	Location Remediation & Maintenance	\$	22,779	\$	15,000
881145	F	Measurement	\$	2,639	\$	25,000
881146	C	Miscellaneous Services	\$	4,897	\$	5,500
881149	F	Project Management	\$	982	\$	-
881150	C	Rig Costs - Dayrate	\$	12,400	\$	140,000
881155	A	Slickline Services	\$	-	\$	-
881156	C	Survey - Location	\$	5,126	\$	-
881159	C	Testing - Well & Well Flowback	\$	39,638	\$	64,000
881160	C	Testing - Well Control Equipment	\$	18,187	\$	15,000
881162	C	Transportation - Land	\$	12,381	\$	11,000
881166	F	Welding	\$	53,629	\$	40,000
881301	C	Bits	\$	-	\$	-
881302	C	Blow Out Preventors	\$	17,798	\$	40,000
881304	C	Completion Fluids	\$	34,233	\$	36,000
881307	F	Cranes	\$	15,809	\$	45,000
881310	C	Drill String	\$	8,829	\$	30,000
881311	F	Electrical Repairs	\$	352,834	\$	75,000
881317	F	Gas Measurement	\$	410	\$	-
881318	F	Generators	\$	135	\$	-
881319	F	Glycol	\$	3,215	\$	5,000
881321	F	Heaters - Indirect Line	\$	-	\$	12,000
881322	F	Insulation	\$	62,857	\$	40,000
881328	F	Miscellaneous Surface Equipment	\$	97,950	\$	45,000
881332	F	Oil Measurement Equipment	\$	-	\$	3,900
881335	F	Pipeline / Flowline	\$	66,551	\$	-
881336	F	Pumps	\$	12,613	\$	10,000
881341	A	Stabilizer, Under Reamer, Hole Opener	\$	31,576	\$	29,000
881345	F	Tanks	\$	77,743	\$	40,000
881346	F	Tools & Supplies	\$	-	\$	45,000
881347	F	Treaters	\$	60,272	\$	64,000
881350	C	Water	\$	98	\$	-
881601	A	Artificial Lift	\$	142,291	\$	230,000
881613	C	Pipe - Tubing	\$	54,803	\$	61,600
881614	A	Rods	\$	55,325	\$	48,400
881616	A	Tubing Accessories	\$	259	\$	10,000
881617	A	Wellhead	\$	27,241	\$	44,000
881963	C	Contingency	\$	-	\$	54,125
881965	C	Overhead	\$	-	\$	3,000



Engineering Exhibit #1F

Docket #2014-010

Cause #139-115

To-Put-Che-Ar 13-12-3-3WH

Well Cost Detail

Well	To-Put-Che-Ar 13-12-3-3WH	Spud Date (Spud Rig)	10/28/2013
Location	W/2 W/2 Sec 12- T3S-R3W	Spud Date (Drilling Rig)	11/18/2013
Well Type	Wasatch HZ (short 640 ac)	1st Prod Date	NA
TD	13900' (MD) 9532' (TVD)	Gas Lift Date	NA
AFE #	41983D, 41983C, 41983F, 41983A	Rod Pump Date	NA
		Invoced Cost Date	12/19/2013

	AFE Budget	Invoced Cost	Proj Ultimate Cost
DRILL & CASE	\$ 4,389,312	\$ 875,541	\$ 4,989,312
COMPLETION	\$ 3,651,540	\$ -	\$ 2,862,373
ARTIFICIAL LIFT	\$ 370,000	\$ -	\$ 370,000
FACILITY	\$ 570,900	\$ 302,286	\$ 570,900
TOTAL WELL	\$ 8,981,752	\$ 1,177,827	\$ 8,792,585

Account #	Account Name	Invoced Cost	AFE Budget
880103	D Casing Crews & Running Tools - Casing & Tubing	\$ 3,398	\$ 35,000
880105	D Cementing	\$ 115,037	\$ 200,000
880107	D Chemical Treatment - Subsurface	\$ -	\$ 3,500
880109	D Communications	\$ 302	\$ 11,550
880110	D Consultants	\$ 43,237	\$ 270,600
880113	D Directional Drilling Operations	\$ 5,000	\$ 577,500
880117	D Environment & Safety	\$ -	\$ 1,000
880120	D Fluid Disposal	\$ 2,688	\$ 35,000
880121	D Formation Evaluation	\$ -	\$ 90,000
880129	D Inspection - Bottom Hole Assembly	\$ -	\$ 5,000
880131	D Inspection - Drill Pipe	\$ -	\$ 7,000
880138	D Instrumentation	\$ -	\$ 26,400
880143	D Location Preparation	\$ 138,469	\$ 200,000
880146	D Miscellaneous Services	\$ 1,313	\$ 35,000
880147	D Mud Logging Services	\$ -	\$ 82,500
880150	D Rig Costs - Dayrate	\$ 2,567	\$ 574,000
880152	D Rig Costs - Turnkey	\$ 95,380	\$ 135,000
880153	D Rig Mob & Demob	\$ -	\$ 222,500
880156	D Survey - Location	\$ -	\$ 11,200
880160	D Testing - Well Control Equipment	\$ 6,669	\$ 8,000
880162	D Transportation - Land	\$ 6,899	\$ 30,000
880166	D Welding	\$ 668	\$ 2,000
880301	D Bits	\$ -	\$ 78,000
880302	D Blow Out Preventors	\$ -	\$ 16,500
880310	D Drill String	\$ -	\$ 66,000
880313	D Fuel - Rigs / Platforms / Lease (Delivered)	\$ 48,762	\$ 136,125
880324	D Living Quarters	\$ 7,338	\$ 48,510
880328	D Miscellaneous Surface Equipment	\$ -	\$ 20,000
880329	D Mud - Drilling	\$ 10,006	\$ 336,000
880330	D Mud Monitoring & Processing	\$ 39,349	\$ 112,000
880345	D Tanks	\$ 1,113	\$ 14,850
880346	D Tools & Supplies	\$ 1,274	\$ 1,000
880350	D Water	\$ 8,926	\$ 21,550
880501	D Insurance	\$ -	\$ 6,692
880502	D Land Owner Fees	\$ 2,000	\$ 50,000
880503	D Legal Fees	\$ -	\$ 75,000
880511	D Regulatory Compliance	\$ -	\$ 3,000
880602	D Casing Accessories	\$ 1,755	\$ 25,000
880604	D Packers & Liner Hangers	\$ -	\$ 70,000
880607	D Pipe - Conductor Casing	\$ -	\$ 4,000
880608	D Pipe - Surface Casing	\$ 962	\$ 63,575
880609	D Pipe - Intermediate Casing	\$ 264,983	\$ 250,110
880610	D Pipe - Production Casing	\$ 55,695	\$ -
880611	D Pipe - Casing Liners	\$ -	\$ 68,350
880617	D Wellhead	\$ 1,458	\$ 26,000

880963	D	Contingency	\$	-	\$	324,400
880965	D	Overhead	\$	10,295	\$	9,900
881101	C	Base / Field Office Operations	\$	-	\$	9,350
881102	C	Cased Hole Electric Wireline	\$	-	\$	183,700
881107	C	Chemical Treatment - Subsurface	\$	-	\$	2,500
881109	C	Communications	\$	-	\$	2,640
881110	C	Consultants	\$	-	\$	91,800
881120	C	Fluid Disposal	\$	-	\$	62,775
881122	C	Formation Stimulation - Fracturing	\$	-	\$	1,440,000
881123	C	Formation Stimulation - Other	\$	-	\$	196,000
881128	C	Hot Oiling Services	\$	-	\$	95,000
881141	C	Labor - Contract Employees	\$	-	\$	14,700
881144	C	Location Remediation & Maintenance	\$	-	\$	5,000
881146	C	Miscellaneous Services	\$	-	\$	37,000
881150	C	Rig Costs - Dayrate	\$	-	\$	220,300
881154	C	Security	\$	-	\$	24,500
881159	C	Testing - Well & Well Flowback	\$	-	\$	103,000
881160	C	Testing - Well Control Equipment	\$	-	\$	44,000
881162	C	Transportation - Land	\$	-	\$	55,000
881301	C	Bits	\$	-	\$	20,000
881302	C	Blow Out Preventors	\$	-	\$	58,525
881304	C	Completion Fluids	\$	-	\$	644,850
881310	C	Drill String	\$	-	\$	34,000
881613	C	Pipe - Tubing	\$	-	\$	56,250
881616	C	Tubing Accessories	\$	-	\$	5,000
881617	C	Wellhead	\$	-	\$	16,000
881963	C	Contingency	\$	-	\$	218,800
881965	C	Overhead	\$	-	\$	10,850
882110	A	Consultants	\$	-	\$	7,500
882128	A	Hot Oiling Services	\$	-	\$	10,000
882138	A	Instrumentation	\$	-	\$	5,000
882141	A	Labor - Contract Employees	\$	-	\$	40,000
882146	A	Miscellaneous Services	\$	-	\$	4,500
882150	A	Rig Costs - Dayrate	\$	-	\$	30,000
882155	A	Slickline Services	\$	-	\$	2,000
882162	A	Transportation - Land	\$	-	\$	3,500
882302	A	Blow Out Preventors	\$	-	\$	5,000
882307	A	Cranes	\$	-	\$	6,000
882328	A	Miscellaneous Surface Equipment	\$	-	\$	3,000
882336	A	Pumps	\$	-	\$	2,000
882601	A	Artificial Lift	\$	-	\$	175,000
882614	A	Rods	\$	-	\$	50,000
882616	A	Tubing Accessories	\$	-	\$	6,000
882617	A	Wellhead	\$	-	\$	3,000
882963	A	Contingency	\$	-	\$	17,500
883110	F	Consultants	\$	-	\$	1,200
883120	F	Fluid Disposal	\$	-	\$	-
883127	F	Hookup Services	\$	-	\$	110,000
883138	F	Instrumentation	\$	26,947	\$	51,627
883139	F	Labor - Company Supervision	\$	-	\$	-
883140	F	Labor - Company Employees	\$	706	\$	-
883141	F	Labor - Contract Employees	\$	7,323	\$	48,500
883144	F	Location Remediation & Maintenance	\$	3,189	\$	-
883146	F	Miscellaneous Services	\$	-	\$	30,555
883307	F	Cranes	\$	8,115	\$	9,500
883311	F	Electrical Repairs	\$	32,601	\$	30,000
883317	F	Gas Measurement	\$	-	\$	500
883319	F	Glycol	\$	-	\$	-
883321	F	Heaters - Indirect Line	\$	-	\$	8,750
883322	F	Insulation	\$	47,119	\$	48,000
883328	F	Miscellaneous Surface Equipment	\$	62,468	\$	77,800
883336	F	Pumps	\$	-	\$	9,652
883337	F	Safety Equipment	\$	-	\$	4,710
883345	F	Tanks	\$	54,263	\$	48,245
883347	F	Treaters	\$	59,554	\$	59,675
883351	F	Water Handling Equipment	\$	-	\$	5,000
883601	F	Artificial Lift	\$	-	\$	-
883963	F	Contingency	\$	-	\$	27,186

Engineering Exhibit # 2A

Docket No. 2014-010
Cause No. 139-115

Subject Force Pooling Lands

- Surface Location
- Drilling
- Oil Producer
- Abandon Producer
- Dry Hole
- Wellbore Path
- Proposed Wellbore

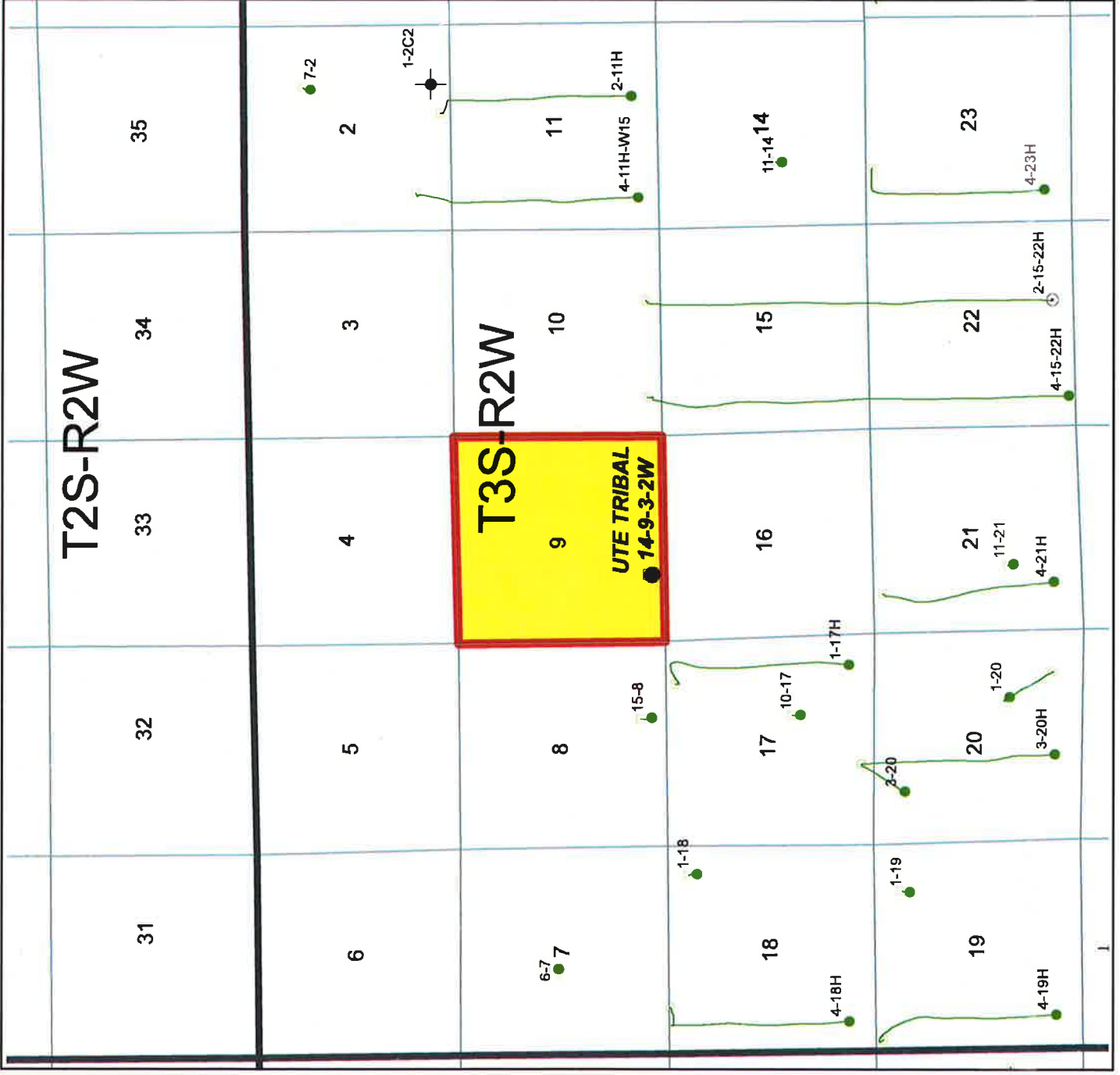


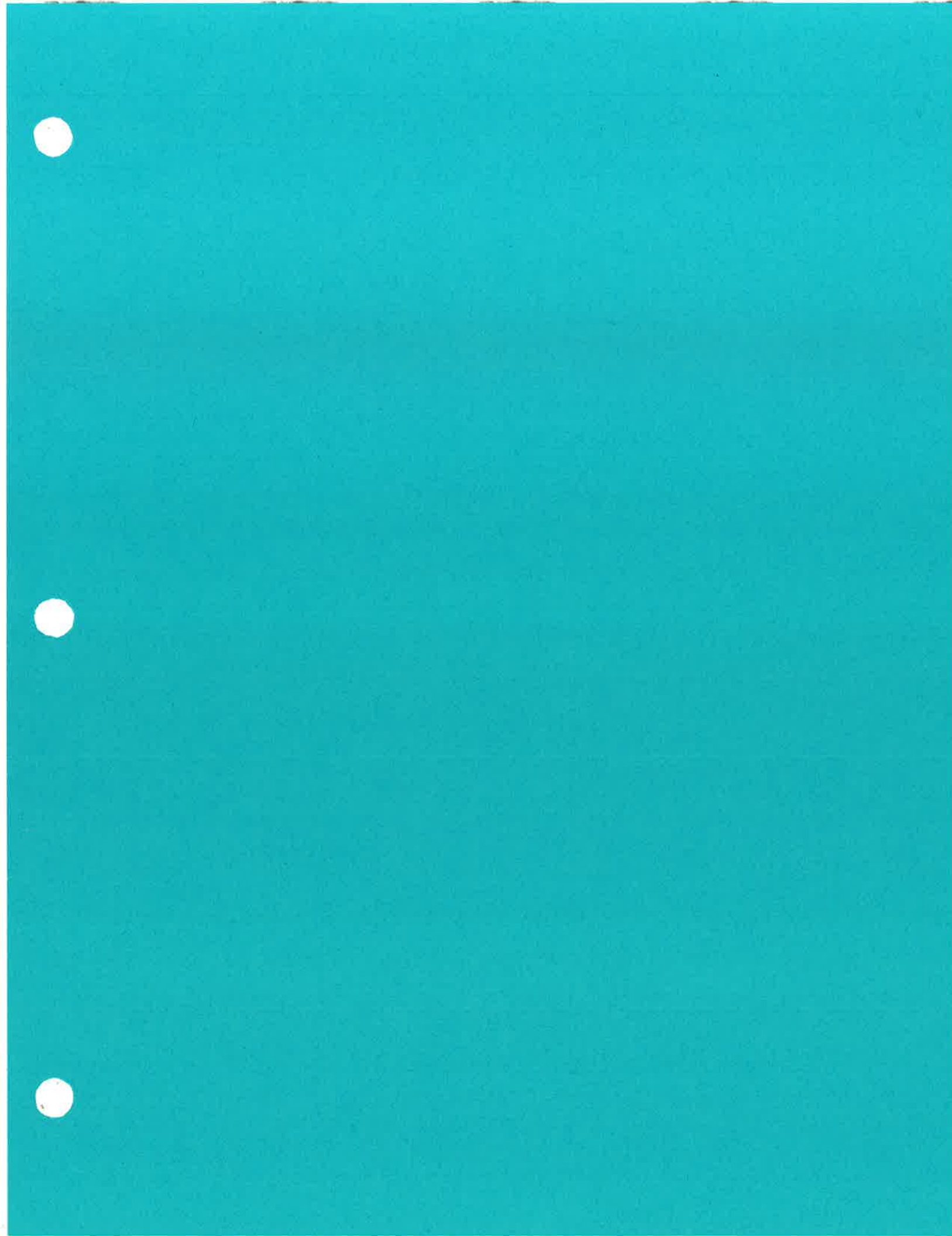
1 inch = 3,837 feet
0 0.5 1 Miles



Well Plat of Force Pooling Lands
and Surrounding Wells

1001 17th Street Suite 2000
Denver, Colorado 80202
Phone: (303) 553-0102
January 6, 2014












Engineering Exhibit # 2B

Docket No. 2014- 010
Cause No. 139-115

Subject Force Pooling Lands

-  Surface Location
-  Drilling
-  Oil Producer
-  Abandon Producer
-  Dry Hole
-  Wellbore Path
-  Proposed Wellbore

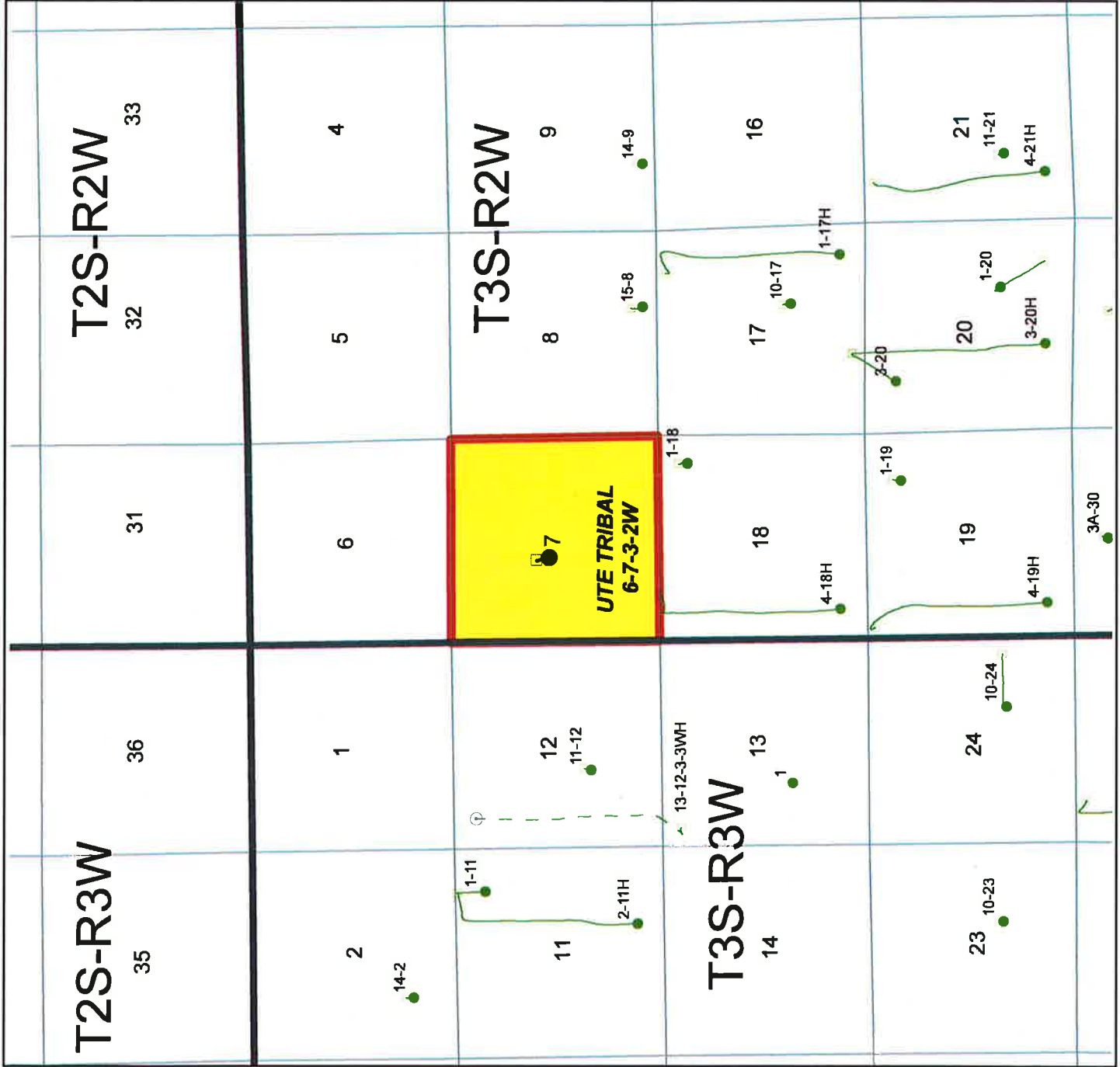


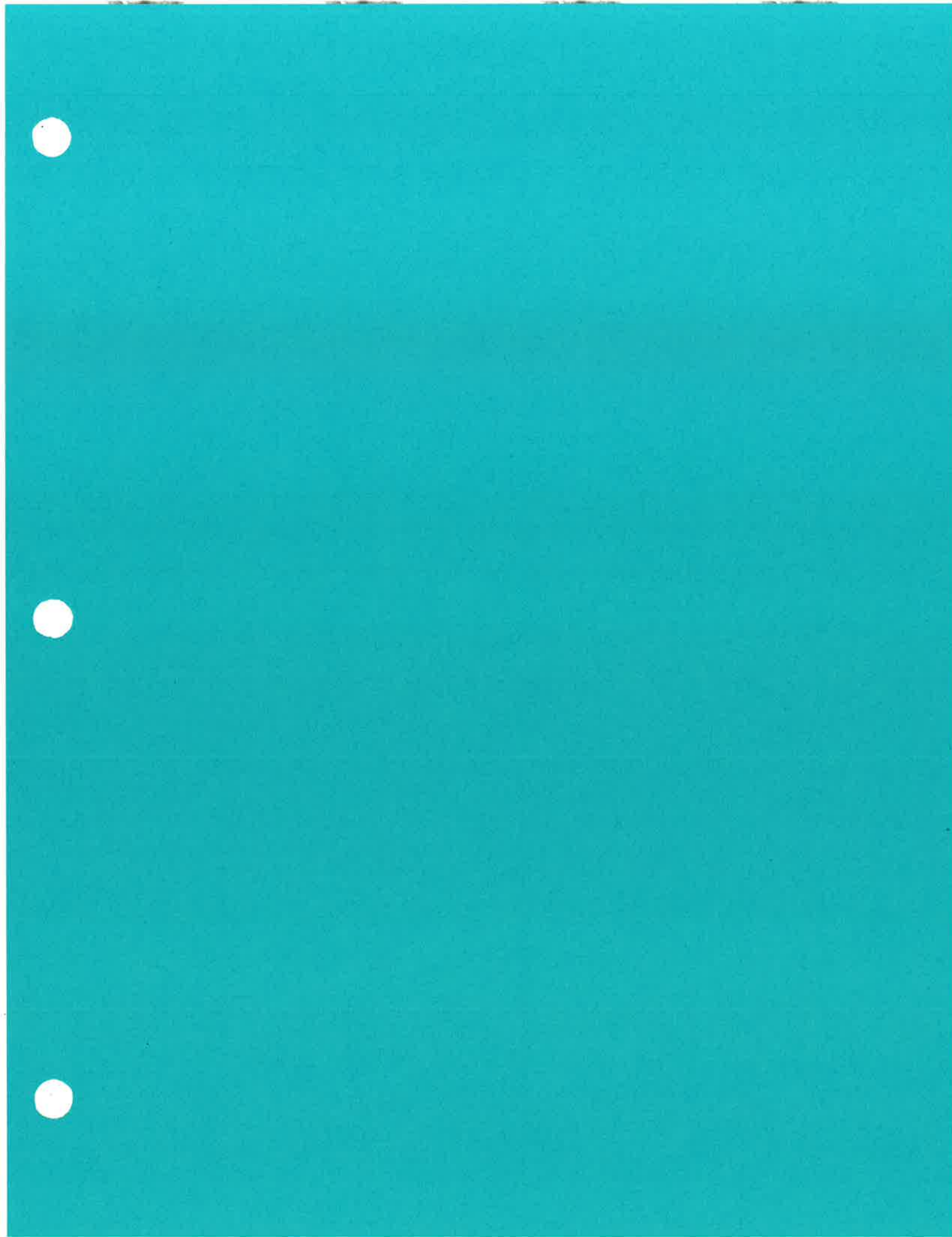
1 inch = 3,817 feet
0 0.5 1 Miles



Well Plat of Force Pooling Lands
and Surrounding Wells

1001 17th Street Suite 2000
Denver, Colorado 80202
Phone: (303) 893-0102
January 6, 2014





Docket No. 2014-010
Cause No. 139-115

- Subject Force Pooling Lands**
- Surface Location**
- Drilling**
- Oil Producer**
- Abandon Producer**
- Dry Hole**
- Wellbore Path**
- Proposed Wellbore**



1 inch = 3,846 feet

Miles

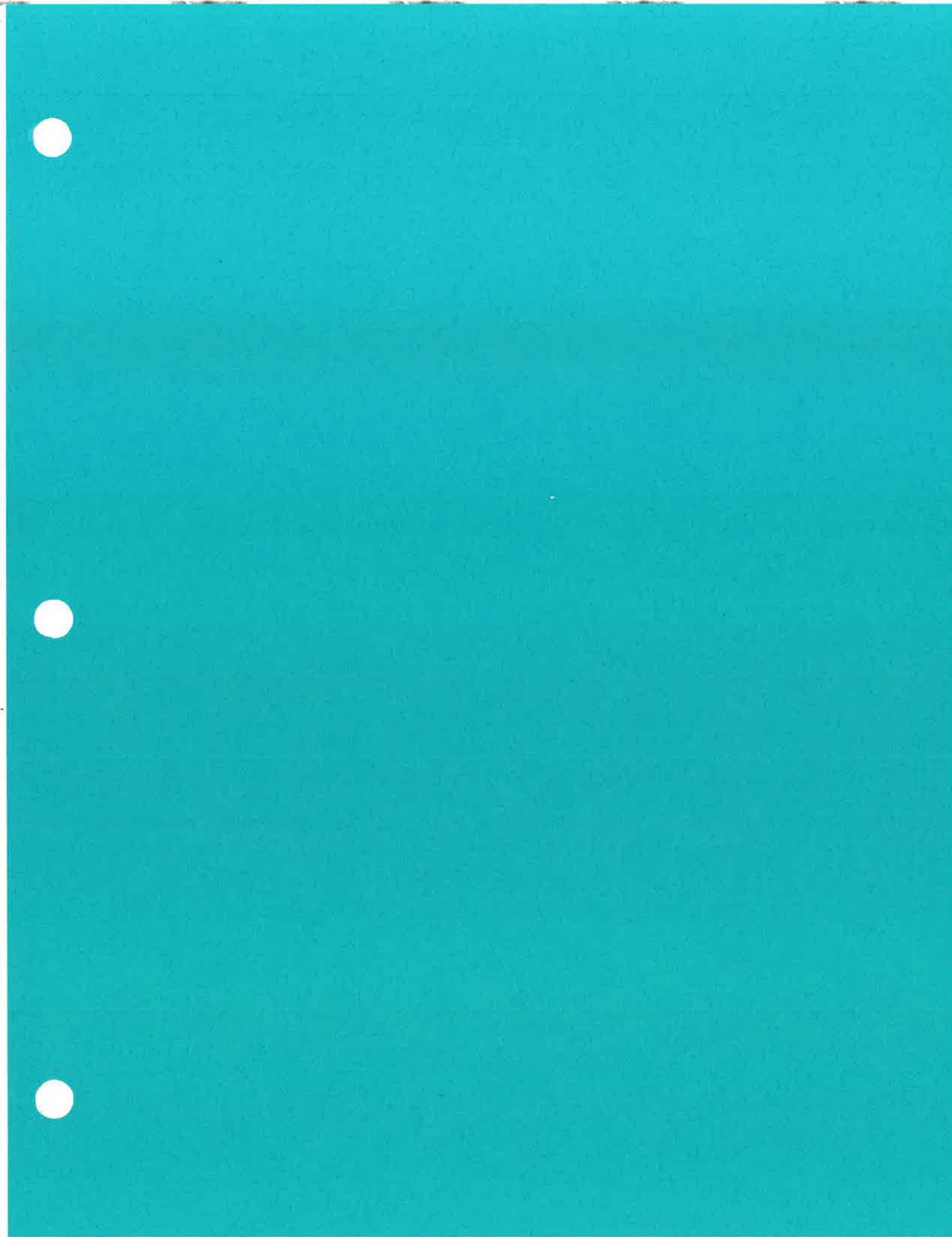
0 0.5 1



Well Plat of Force Pooling Lands and Surrounding Wells

1001 17th Street Suite 2000
Denver, Colorado 80202
Phone: (303) 893-0102

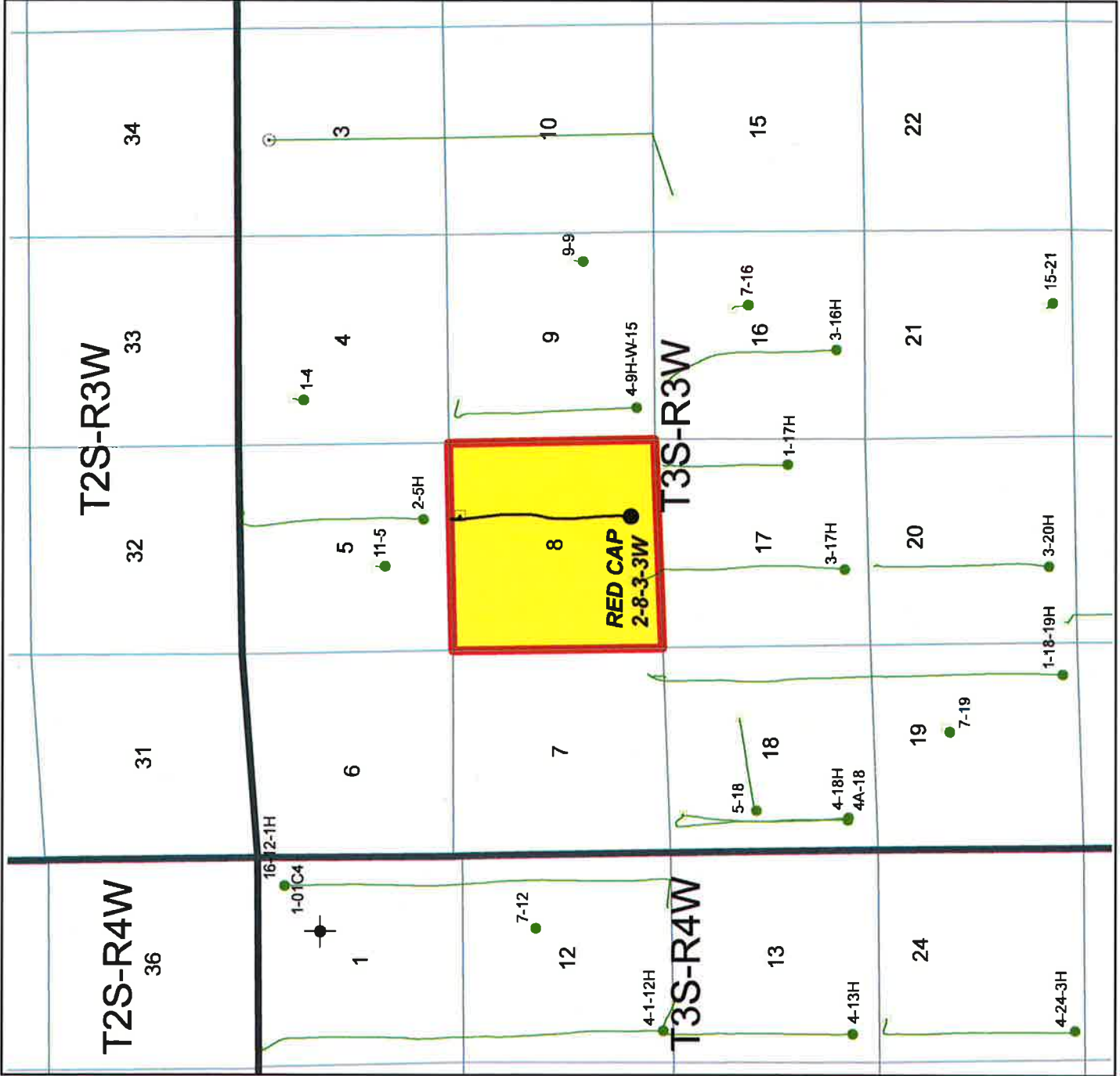




Engineering Exhibit # 2D

Docket No. 2014-010
Cause No. 139-115

- Proposed Wellbore
- Surface Location
- Drilling
- Oil Producer
- ✱ Abandon Producer
- ⊖ Dry Hole
- Wellbore Path
- Subject Force Pooling Lands

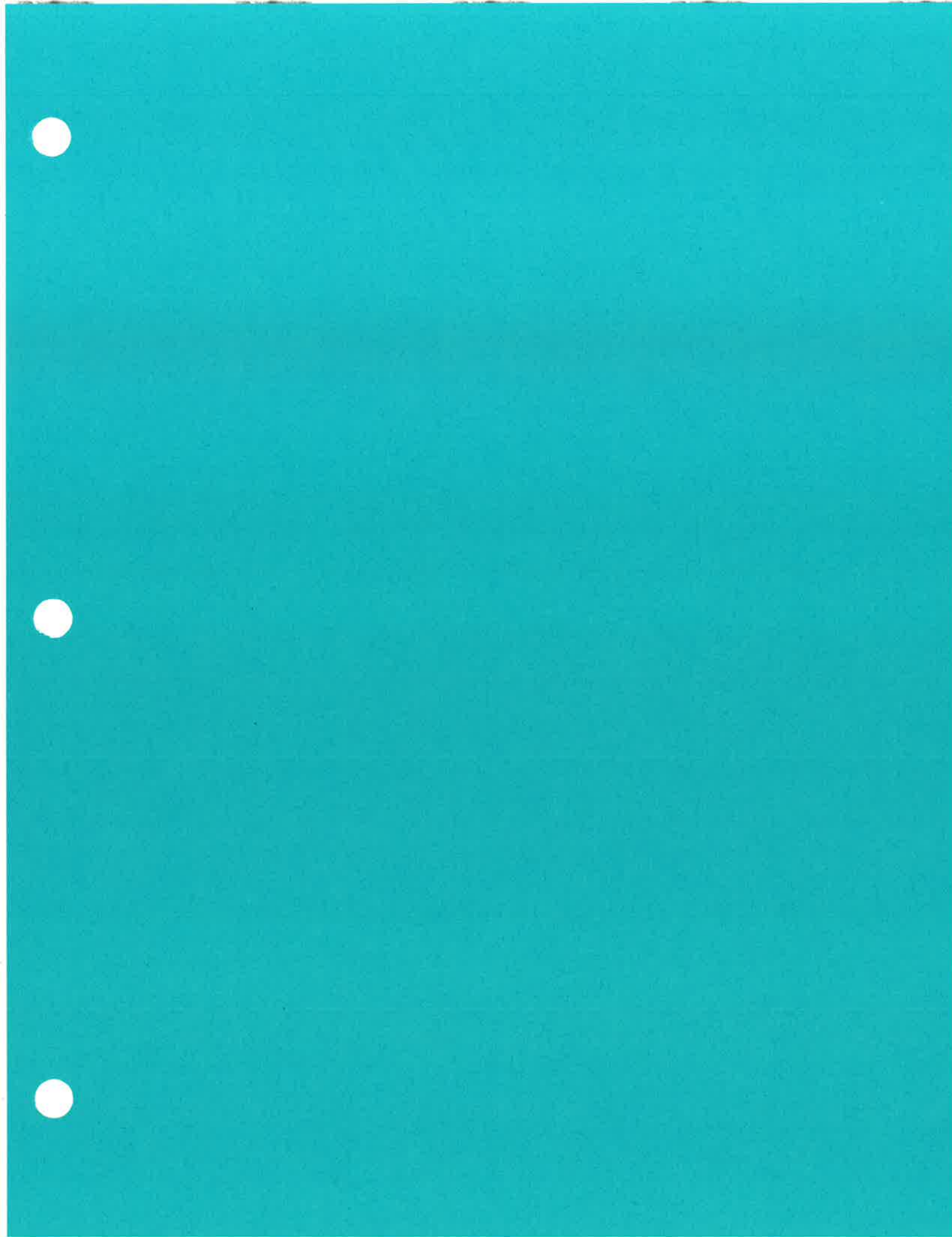


1 inch = 3,817 feet
0 0.5 1 Miles



Well Plat of Force Pooling Lands
and Surrounding Wells

1001 17th Street Suite 2000
Denver, Colorado 80202
Phone: (303) 893-0102
January 2, 2014



Engineering Exhibit #2E&F

Docket No. 2014-010
Cause No. 139-115

- Subject Force Pooling Lands
- Surface Location
- Drilling
- Oil Producer
- Abandon Producer
- Dry Hole
- Wellbore Path
- Proposed Wellbore



1 inch = 3,817 feet
0 0.5 1 Miles



Well Plat of Force Pooling Lands
and Surrounding Wells

1001 17th Street Suite 2000
Denver, Colorado 80202
Phone: (303) 883-0102
January 2, 2014

